FINAL CITY COUNCIL

CITY OF WICHITA KANSAS

City Council Meeting 09:00 a.m. August 19, 2008

City Council Chambers 455 North Main

OPENING OF REGULAR MEETING

Call to Order
Invocation
Pledge of Allegiance
Approve the minutes of the regular meeting on August 12, 2008

AWARDS AND PROCLAMATIONS

-- Proclamations:

Project ReDirectory Month Sign Up for Scouting Week

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Jake Lowen-Raising the Minimum Wage.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Wichita Employees' Retirement System Proposed revisions of City Code Sections 2.28.230 and 2.28.240.

RECOMMENDED ACTION: Approve the first reading of the Ordinance revising City Code Sections 2.28.230 and 2.28.240.

2. 2008 Capital Improvement Program Budget Modification.

RECOMMENDED ACTION: Approve the CIP Budget modifications, place the Ordinances on First Reading,

and authorize the signing of State/Federal agreements as required.

3. 21st Street Bridge Rehabilitation over the Little Arkansas River. (District VI)

RECOMMENDED ACTION: Approve the project, place the authorizing Ordinances on First Reading, and

authorize the signing of State/Federal agreements as required.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

*SUB 2008-35-Plat of Rishel Addition located on the east side of Ridge Road and north of Kellogg.
(District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and approve

first reading of the ordinance.

2. *DED2008-05-Dedication of a Utility Easement, DED 2008-06-Dedication of Street Right-of-Way and DED 2008-07-Dedication of Access Control located south of 29th Street North and on the west side of Arkansas. (District VI)

RECOMMENDED ACTION: Accept the Dedications.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Wichita Mid-Continent Airport North Air Cargo Building Change Order No. 1.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

2. *Wichita Mid-Continent Airport North Shuttle Lot Change Order No. 1.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. None

XI. COUNCIL MEMBER APPOINTMENTS

1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA

1. Report of Board of Bids and Contract dated August 18, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts;

authorize necessary signatures.

2. Applications for Licenses:

Renewal

Valerie Washington Excitement Video 3909 West Pawnee

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal 2008 (Consumption on Premises)
Linda M. Soria Cholita's Mexican Restaurant Inc.* 8987 West Central

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

- 4. Preliminary Estimates:
 - a. Preliminary Estimates. (see attachment)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

None

6. Deeds and Easements:

None

7. Statement of Costs:

None

8. Consideration of Street Closures/Uses.

- a. Second Annual Dream Big 5K Run and 1 Mile Walk, Saturday, August 30, 2008, 8:30 am-9:30 am. (District II)
- b. Freedom Walk September 13, 2008, 9:00 am 11:00 am. (Districts I and VI)
- c. Newman University 75th Anniversary Celebration September 12, 2008, 8:45 pm 9:30 pm. (District IV)
- d. Rosstoberfest Run October 4, 2008, 9:30 am 11:00 am. (District II)

RECOMMENDED ACTION: Approve the request subject to: hiring off-duty certified law enforcement officers

as required; obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and Certificate of

Liability Insurance on file with the Community Events Coordinator.

9. Agreements/Contracts:

a. Groundwater Sample Collection and Laboratory Analysis at Brooks Landfill-Continental Analytical Services, Inc. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Design Services Agreement:

None

11. Change Orders:

None

12. Property Acquisitions:

None

13. Minutes of Advisory Boards/Commissions

District V Advisory Board, July 7, 2008 Wichita Airport Advisory Board, June 2, 2008 Wichita Airport Advisory Board, July 14, 2008

RECOMMENDED ACTION: Receive and file.

14. Senior Management Expenses, June 2008. (see attachment)

RECOMMENDED ACTION: Receive and file.

15. Installation of Water Main in Arkansas from 16th to 20th Streets North. (District VI)

RECOMMENDED ACTION: Approve the increase in project expenditure; approve the amended Resolution;

and authorize the necessary signatures.

16. Mid-Continent Sewage Treatment Facility - Novation Agreement with Zenon Membrane Solutions.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

17. Report of Claims for July 2008. (see attachment)

RECOMMENDED ACTION: Receive and file.

18. Van Lease with Breakthrough Club.

RECOMMENDED ACTION: Approve the van lease and authorize the necessary signatures.

19. 2009 Victims of Crime Act (VOCA) Grant.

RECOMMENDED ACTION: Authorize the necessary signatures.

20. Second Reading Ordinances: (First Read August 12, 2008)

a. Second Reading Ordinances. (see attachment)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council

SUBJECT: Wichita Employees' Retirement System

Proposed revisions of City Code Sections 2.28.230 and 2.28.240

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Approve first reading of the Ordinance.

Background: The Wichita Employees' Retirement System has provided Deferred Retirement Option Plan (DROP) benefits since January 1, 2000. To participate in the DROP, a member who is otherwise eligible to retire elects to participant in the DROP for a maximum period of five years and continues to work. The employee's retirement benefit is computed as of the election date and the employee's monthly retirement benefit is paid into a notational account under the Retirement System. The account earns five percent interest and upon termination of employment, the DROP account is paid to the employee.

When this provision was initially added, it was the intent of the Board of Trustees that employees would terminate their employment at the end of their elected DROP period, thereby providing the City of Wichita, as employer, the ability to plan for attrition. In the past several years, there have been an increasing number of employees that have not terminated their employment at the end of their elected DROP period.

Currently, Sections 2.28.230 and 2.28.240 of the Ordinance do not contain specific language to address this situation, since it was assumed employees would terminate employment at the end of their DROP period. Under the current administration of this benefit, when an employee works past their DROP end date, the DROP account is frozen. No additional monthly benefits or interest are deposited into the account and the account is not distributed until the employee terminates employment.

<u>Analysis:</u> The Board reviewed the current Ordinance and administration of the benefit and instructed staff to work with legal counsel to draft Ordinance provisions to 1) encourage employees to terminate employment at the end of their DROP period, as they had elected, and 2) specifically address administration of this benefit in the event an employee does not terminate employment at the end of the elected DROP period.

For employees currently participating in the DROP with less than the maximum benefit (75 percent of final average salary), the revised Ordinance includes provisions for these employees to continue to earn additional service credit for service after the end of their elected DROP period. Employees currently participating in the DROP that do not terminate service at the end of their elected DROP period also have the option to eliminate their DROP account and have their retirement benefit recalculated when they terminate service.

For employees not currently participating in the DROP, a provision has been added that will eliminate the DROP account in the event that the employee does not terminate employment at the end of their elected DROP period. In this case, the employee's retirement benefit would be recalculated at the time of their actual termination of employment.

Page 2 City Council Meeting August 19, 2008

These proposed revisions to Chapter 2.28 of the City Code were unanimously approved by the Board of Trustees at their meeting on July 16, 2008.

<u>Financial Considerations</u>: There are no costs associated with these changes, and it is possible that the changes will result in savings to the Retirement System.

Goal Impact: The City of Wichita, by offering this Retirement System, impacts the Internal Perspective goal by increasing employee motivation and satisfaction.

<u>Legal Considerations</u>: Staff worked with the Law Department and their outside legal counsel, Ice Miller, to draft the proposed Ordinance revisions. The Law Department has approved the proposed Ordinance revisions as to form.

Recommendation/Actions: It is recommended that the City Council approve the first reading of the Ordinance revising City Code Sections 2.28.230 and 2.28.240.

<u>Attachments:</u> Ordinance amending Sections 2.28.230 and 2.28.240 of the City Code.

(Published in The Wichita Eagle on)

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 2.28.230 AND 2.28.240 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ADMINISTRATION OF THE WICHITA EMPLOYEES' RETIREMENT SYSTEM, AND REPEALING THE ORIGINALS OF SAID SECTIONS.

WHEREAS, the DROP provisions in the City Code sections governing the Wichita Employees' Retirement System were originally enacted with the implicit assumption that participants electing a DROP period would leave service at the end of such period; and,

WHEREAS, in actual experience, some participants, after electing a specified DROP period, have subsequently decided not to leave service at the end of such period, with the effect that it is now necessary and useful to adopt clear provisions for addressing such contingencies when they arise, all of which provisions have been approved and recommended by the Board of Trustees of the Wichita Employees' Retirement System,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.28.230 of the Code of the City of Wichita, Kansas is amended to read as follows:

Section 2.28.230 Deferred Retirement Option Plan (DROP) for Plan No. 1.

Employees may participate in the DROP under the following conditions:

(a) An employee under Plan No. 1 who <u>would be</u> is eligible <u>upon termination</u> to receive a retirement benefit may elect to remain in active service and participate in the DROP.

- (b) The employee may elect to participate for a maximum of five years. The period of participation elected shall be known as the DROP period. Only one such election can be made, and sSuch election is irrevocable subject to subsections (l) and (m) of this section.
- (c) The employee must be eligible, but for the decision to remain in active service, to receive a service retirement benefit on the date of election to participate in the DROP and such election shall be made prior to such employee's receipt of any retirement benefit.
- (d) Accumulated, unused sick leave shall increase service, but shall not be used to meet minimum age requirements. Use of sick leave for DROP participation shall reduce the employee's accumulated, unused sick leave by the number of hours utilized for the retirement benefit calculation.
- (e) For an employee with at least thirty years of service, accumulated, unused annual leave mayshall be cashed in to be added to the employee's final average salary for the service retirement benefit calculation under the DROP. Use of annual leave for the DROP service retirement benefit calculation shall reduce the employee's accumulated, unused annual leave account by the number of hours used for the retirement benefit calculation.
- (f) Beginning the month of the employee's DROP election <u>and continuing only for the elected DROP period</u>, additions to the employee's notational DROP account will consist of:
 - (1) The calculated retirement benefit (net of distributions to any alternate payee under a QDRO);

- (2) Any post-retirement adjustments to be made when appropriate; and
- (3) Interest at the rate of five percent per year compounded monthly on subsections (f)(1) and (2) of this section above.
- (g) At termination of employment the employee may elect one of three options for the distribution of the DROP account:
 - (1) A lump sum payment of the DROP account; or
 - (2) A qualified plan-to-plan transfer or IRA rollover, or
 - (3) A combination of (1) and (2) above.
- (h) Distribution of the DROP account will be made within ninety days of termination of employment.
- (i) Payment of the retirement benefit will be made to the retired employee following termination of employment.
- (j) Failure to complete the DROP period as a result of the employee's actions (e.g., voluntary resignation or termination with cause), shall result in the loss of accrued interest under subsection (f) of this section.
- (k) Employee contributions to the fund shall continue during the DROP period. <u>In the</u>

 <u>event the employee does not terminate employment at the end of the DROP</u>

 <u>period, employee contributions to the fund shall continue until termination of employment.</u>
- (l) This subsection applies after August 29, 2008, to an employee who is not participating in the DROP on August 29, 2008. An employee who elects a DROP period and then chooses to remain in active service beyond that DROP period shall be treated at retirement and termination of employment as if the member had never

participated in the DROP except that sick leave used to increase service, and the annual leave used to increase the employee's final average salary, will not be reinstated. The member's retirement benefit shall be calculated taking into consideration the member's entire period of service and final average salary during that service, but in any event the maximum annual retirement benefit shall not be more than seventy-five percent of final average salary.

(m) This subsection applies after August 29, 2008, to an employee who is participating in the DROP on August 29, 2008. An employee who has elected a DROP period and then chooses to remain in active service beyond that DROP period (1) shall have his or her DROP account frozen as of the end of the elected DROP period and (2) shall only accrue additional service credit for the service that occurs after the DROP period (using the final average salary as of the commencement of the DROP period), but in any event the maximum annual retirement benefit, net of any applicable post retirement adjustments, shall not be more than seventy-five percent of the final average salary as of the commencement of the DROP period. In the event that the employee had already earned the maximum annual retirement benefit at his or her DROP election date, no additional service credit shall accrue. An employee covered by this subsection (m) may elect to be covered by subsection (l) of this section (in lieu of this subsection (m)) upon the employee's termination of employment.

SECTION 2. Section 2.28.240 of the Code of the City of Wichita, Kansas is amended to read as follows:

Section 2.28.240 Deferred Retirement Option Plan (DROP) for Plan No. 2.

Employees may participate in the DROP under the following conditions:

- (a) An employee under Plan No. 2 who <u>would be</u> is eligible <u>upon termination</u> to receive a retirement benefit may elect to remain in active service and participate in the DROP.
- (b) The employee may elect to participate for a maximum of five years. The period of participation elected shall be known as the DROP period. Only one such election can be made, and sSuch election is irrevocable subject to subsections (k) and (l) of this section.
- (c) The employee must be eligible, but for the decision to continue in active service, to receive a service retirement benefit on the date of election to participate in the DROP and such election shall be made prior to such employee's receipt of any retirement benefit.
- (d) Accumulated, unused sick leave shall increase service, but shall not be used to meet minimum age requirements. Use of sick leave for DROP participation shall reduce the employee's accumulated, unused sick leave by the number of hours utilized for the retirement benefit calculation.
- (e) Beginning the month of the employee's DROP election <u>and continuing only for the</u>

 <u>elected DROP period</u>, additions to the employee's notational DROP account will

 consist of:
 - (1) The calculated retirement benefit (may be net of distributions to any alternate payee under a QDRO);
 - (2) Any post-retirement adjustments to be made when appropriate; and

- (3) Interest at the rate of five percent per year compounded monthly on (1) and (2) above.
- (f) At termination of employment, the employee may elect one of three options for the distribution of the DROP account:
 - (1) A lump sum payment of the DROP account; or
 - (2) A qualified plan-to-plan transfer or IRA rollover, or
 - (3) A combination of (1) and (2) above.
- (g) Distribution of the DROP account will be made within ninety days of termination of employment.
- (h) Payment of the retirement benefit will be made to the retired employee following termination of employment.
- (i) Failure to complete the DROP period as a result of the employee's actions (e.g., voluntary resignation or termination with cause) would result in the loss of accrued interest under subsection (f) of this section.
- (j) Employee contributions to the fund shall continue during the DROP period. <u>In the event the employee doe not terminate employment at the end of the DROP period, employee contributions to the fund shall continue until termination of employment.</u>
- This subsection applies after August 29, 2008, to an employee who is not participating in the DROP on August 29, 2008. An employee who elects a DROP period and then chooses to remain in active service beyond the DROP period shall be treated at retirement and termination of employment as if the member had never participated in DROP except that sick leave used to increase service will not be reinstated. The member's retirement benefit shall be calculated taking into

- consideration the member's entire period of service and final average salary during that service, but in any event the maximum annual retirement benefit shall not be more than seventy-five percent of final average salary.
- (1) This subsection applies after August 29, 2008, to an employee who is participating in the DROP on August 29, 2008. An employee who has elected a DROP period and then chooses to remain in active service beyond that DROP period (1) shall have his or her DROP account frozen as of the end of the elected DROP period and (2) shall only accrue additional service credit for the service that occurs after the DROP period (using the final average salary as of the commencement of the DROP period), but in any event the maximum annual retirement benefit, net of any applicable post retirement adjustments, shall not be more than seventy-five percent of the final average salary as of the commencement of the DROP period. In the event that the employee has already earned the maximum annual retirement benefit at his or her DROP election date, no additional service credit shall accrue. An employee covered by this subsection (1) may elect to be covered by subsection (k) of this section (in lieu of this subsection (1)) upon the employee's termination of employment.

SECTION 3. The originals of Sections 2.28.230 and 2.28.240 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day

of August, 2008.		
ATTEST:	Carl Brewer, Mayor	
Karen Sublett, City Clerk		
Approved as to Form:		

Gary E. Rebenstorf, Director of Law

(Published in The Wichita Eagle on August 29, 2008)

ORDINANCE NO. 47-965

AN ORDINANCE AMENDING SECTIONS 2.28.230 AND 2.28.240 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ADMINISTRATION OF THE WICHITA EMPLOYEES' RETIREMENT SYSTEM, AND REPEALING THE ORIGINALS OF SAID SECTIONS.

WHEREAS, the DROP provisions in the City Code sections governing the Wichita Employees' Retirement System were originally enacted with the implicit assumption that participants electing a DROP period would leave service at the end of such period; and,

WHEREAS, in actual experience, some participants, after electing a specified DROP period, have subsequently decided not to leave service at the end of such period, with the effect that it is now necessary and useful to adopt clear provisions for addressing such contingencies when they arise, all of which provisions have been approved and recommended by the Board of Trustees of the Wichita Employees' Retirement System,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.28.230 of the Code of the City of Wichita, Kansas is amended to read as follows:

Section 2.28.230 Deferred Retirement Option Plan (DROP) for Plan No. 1.

Employees may participate in the DROP under the following conditions:

(a) An employee under Plan No. 1 who would be eligible upon termination to receive a retirement benefit may elect to remain in active service and participate in the DROP.

- (b) The employee may elect to participate for a maximum of five years. The period of participation elected shall be known as the DROP period. Only one such election can be made, and such election is irrevocable subject to subsections (l) and (m) of this section.
- (c) The employee must be eligible, but for the decision to remain in active service, to receive a service retirement benefit on the date of election to participate in the DROP and such election shall be made prior to such employee's receipt of any retirement benefit.
- (d) Accumulated, unused sick leave shall increase service, but shall not be used to meet minimum age requirements. Use of sick leave for DROP participation shall reduce the employee's accumulated, unused sick leave by the number of hours utilized for the retirement benefit calculation.
- (e) For an employee with at least thirty years of service, accumulated, unused annual leave shall be cashed in to be added to the employee's final average salary for the service retirement benefit calculation under the DROP. Use of annual leave for the DROP service retirement benefit calculation shall reduce the employee's accumulated, unused annual leave account by the number of hours used for the retirement benefit calculation.
- (f) Beginning the month of the employee's DROP election and continuing only for the elected DROP period, additions to the employee's notational DROP account will consist of:
 - (1) The calculated retirement benefit (net of distributions to any alternate payee under a QDRO);

- (2) Any post-retirement adjustments to be made when appropriate; and
- (3) Interest at the rate of five percent per year compounded monthly on (1) and (2) above.
- (g) At termination of employment the employee may elect one of three options for the distribution of the DROP account:
 - (1) A lump sum payment of the DROP account; or
 - (2) A qualified plan-to-plan transfer or IRA rollover, or
 - (3) A combination of (1) and (2) above.
- (h) Distribution of the DROP account will be made within ninety days of termination of employment.
- (i) Payment of the retirement benefit will be made to the retired employee following termination of employment.
- (j) Failure to complete the DROP period as a result of the employee's actions (e.g., voluntary resignation or termination with cause), shall result in the loss of accrued interest under subsection (f) of this section.
- (k) Employee contributions to the fund shall continue during the DROP period. In the event the employee does not terminate employment at the end of the DROP period, employee contributions to the fund shall continue until termination of employment.
- (l) This subsection applies after August 29, 2008, to an employee who is not participating in the DROP on August 29, 2008. An employee who elects a DROP period and then chooses to remain in active service beyond that DROP period shall be treated at retirement and termination of employment as if the member had never

participated in the DROP except that sick leave used to increase service, and the annual leave used to increase the employee's final average salary, will not be reinstated. The member's retirement benefit shall be calculated taking into consideration the member's entire period of service and final average salary during that service, but in any event the maximum annual retirement benefit shall not be more than seventy-five percent of final average salary.

(m) This subsection applies after August 29, 2008, to an employee who is participating in the DROP on August 29, 2008. An employee who has elected a DROP period and then chooses to remain in active service beyond that DROP period (1) shall have his or her DROP account frozen as of the end of the elected DROP period and (2) shall only accrue additional service credit for the service that occurs after the DROP period (using the final average salary as of the commencement of the DROP period), but in any event the maximum annual retirement benefit, net of any applicable post retirement adjustments, shall not be more than seventy-five percent of the final average salary as of the commencement of the DROP period. In the event that the employee had already earned the maximum annual retirement benefit at his or her DROP election date, no additional service credit shall accrue. An employee covered by this subsection (m) may elect to be covered by subsection (l) of this section (in lieu of this subsection (m)) upon the employee's termination of employment.

SECTION 2. Section 2.28.240 of the Code of the City of Wichita, Kansas is amended to read as follows:

Section 2.28.240 Deferred Retirement Option Plan (DROP) for Plan No. 2.

Employees may participate in the DROP under the following conditions:

- (a) An employee under Plan No. 2 who would be eligible upon termination to receive a retirement benefit may elect to remain in active service and participate in the DROP.
- (b) The employee may elect to participate for a maximum of five years. The period of participation elected shall be known as the DROP period. Only one such election can be made, and such election is irrevocable subject to subsections (k) and (l) of this section.
- (c) The employee must be eligible, but for the decision to continue in active service, to receive a service retirement benefit on the date of election to participate in the DROP and such election shall be made prior to such employee's receipt of any retirement benefit.
- (d) Accumulated, unused sick leave shall increase service, but shall not be used to meet minimum age requirements. Use of sick leave for DROP participation shall reduce the employee's accumulated, unused sick leave by the number of hours utilized for the retirement benefit calculation.
- (e) Beginning the month of the employee's DROP election and continuing only for the elected DROP period, additions to the employee's notational DROP account will consist of:
 - (1) The calculated retirement benefit (may be net of distributions to any alternate payee under a QDRO);
 - (2) Any post-retirement adjustments to be made when appropriate; and

- (3) Interest at the rate of five percent per year compounded monthly on (1) and (2) above.
- (f) At termination of employment, the employee may elect one of three options for the distribution of the DROP account:
 - (1) A lump sum payment of the DROP account; or
 - (2) A qualified plan-to-plan transfer or IRA rollover, or
 - (3) A combination of (1) and (2) above.
- (g) Distribution of the DROP account will be made within ninety days of termination of employment.
- (h) Payment of the retirement benefit will be made to the retired employee following termination of employment.
- (i) Failure to complete the DROP period as a result of the employee's actions (e.g., voluntary resignation or termination with cause) would result in the loss of accrued interest under subsection (f) of this section.
- (j) Employee contributions to the fund shall continue during the DROP period. In the event the employee doe not terminate employment at the end of the DROP period, employee contributions to the fund shall continue until termination of employment.
- (k) This subsection applies after August 29, 2008, to an employee who is not participating in the DROP on August 29, 2008. An employee who elects a DROP period and then chooses to remain in active service beyond the DROP period shall be treated at retirement and termination of employment as if the member had never participated in DROP except that sick leave used to increase service will not be reinstated. The member's retirement benefit shall be calculated taking into

consideration the member's entire period of service and final average salary during that service, but in any event the maximum annual retirement benefit shall not be more than seventy-five percent of final average salary.

(1) This subsection applies after August 29, 2008, to an employee who is participating in the DROP on August 29, 2008. An employee who has elected a DROP period and then chooses to remain in active service beyond that DROP period (1) shall have his or her DROP account frozen as of the end of the elected DROP period and (2) shall only accrue additional service credit for the service that occurs after the DROP period (using the final average salary as of the commencement of the DROP period), but in any event the maximum annual retirement benefit, net of any applicable post retirement adjustments, shall not be more than seventy-five percent of the final average salary as of the commencement of the DROP period. In the event that the employee has already earned the maximum annual retirement benefit at his or her DROP election date, no additional service credit shall accrue. An employee covered by this subsection (1) may elect to be covered by subsection (k) of this section (in lieu of this subsection (1)) upon the employee's termination of employment.

SECTION 3. The originals of Sections 2.28.230 and 2.28.240 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2008.

	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
Approved as to Form:	
Gary E. Rebenstorf, Director of Law	

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council Members

SUBJECT: 2008 Capital Improvement Program Budget Modifications

(All Districts)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Projects and CIP budget modifications.

Background: The project cost estimates for arterial street and bridge improvements in the 2007-2016 Capital Improvement Program (CIP) were developed in 2006. Since that time a number of factors have resulted in the need to update those sections of the CIP. There are nine design projects that needed to be initiated this year if we are to complete the designs and right-of-way acquisitions by the time they are scheduled for construction. When the last CIP was formulated, all of the design right-of-way, and construction money was budgeted in the same year. The design money needs to be moved forward to 2008.

In addition, there are two projects with preliminary design underway that require additional 2008 funding. The funding is needed to complete the design and begin right-of-way acquisition as this funding was combined with 2010-2011construction budgets. One street construction project has sufficient total funding, but needs additional local funding for two reasons. KDOT has determined that a significant amount of drainage work associated with the project, as well as left turn lanes at the intersection of another arterial street, are not eligible for Federal funding participation. Finally, two arterial street and two bridge projects scheduled to bid in the immediate future require additional funding due to a significant increase in construction costs over the last year. The City has received additional Federal funds for these projects, thus an increase in the local matching funding for each is needed.

<u>Analysis:</u> Public Works Staff has reviewed expenditures for these projects that have been or are being constructed to identify funding that may be available to offset budget needs. There are also two projects that will not incur expenses in 2008 and can be reprogrammed in the 2009-2018 CIP.

Financial Considerations: The total amount of additional 2008 funding needed is \$4,837,000. The attachment lists the individual projects and amounts. Also listed are current projects with funding available to offset the increase.

Goal Impact: The CIP adjustments address the Efficient Infrastructure goal by maintaining the construction schedule for CIP projects.

<u>Legal Considerations:</u> The Law Department has approved the amending Ordinances as to legal form.

Recommendation/Action: It is recommended that the City Council approve the CIP Budget modifications, place the Ordinances on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Project List, Ordinances

Public Works/Engineering 2008 CIP Budget Modifications

Funds needed:

New Design Contracts

Project	Design Budget
Woodlawn & 17th St N/Farmview Intersections	\$75,000
Greenwich, Pawnee to Harry	\$207,000
Harry, Greenwich to 127th	\$215,000
Mt. Vernon, Broadway to Southeast Blvd	\$198,000
119th, Pawnee to Kellogg	\$177,000
29th, Ridge to Hoover	\$30,000
Maple, 135th to 151st	\$185,000
Tyler, 29th to 37th	\$162,000
37th, Broadway to Hydraulic	\$263,000

Final Design Contracts (follow-up of concept) + Right-of-Way

Project	Fee/ROW
Meridian, Pawnee to Orient	\$900,000
Central, 119th to 135th	\$1,000,000

Open CIP Project Deficit

Project	GO Increase
37th, Ridge to Tyler	\$750,000

2008 Federal Aid Projects - Local match increase for increased federal dollars

Project	GO Increase	Fed Increase
21st St N, K-96 to 159th St E	\$200,000	\$783,723
21st St Bridge @ LAR	\$250,000	\$500,000
25th St Bridge @ LAR	\$225,000	\$425,000
Oliver, Harry to Kellogg	\$0	\$600,000

	GO Funding
\$4,837,000	Needed

Available funds:

Projects in CIP, will not be constructed before 2010 - reprogram in new $\mbox{\sc CIP}$

Project	CIP Year	Funds Available	_
Grove "Bridge" at Frisco Ditch	2008	\$1,000,000	*structure is in good shape, no work needed in the immediate future
			*wait ur 2010, 1 completion of Kellogg Rock
Woodlawn, Lincoln to Kellogg	2009	\$2,000,000	until for ion gg &
Open Construction Projects			
Project		GO Funds Available	
Douglas & Oliver Intersection		\$700,000	
Greenwich, Central to 13th		\$400,000	
MacArthur, Meridian to Seneca		\$200,000	
Pawnee, Maize to 119th		\$400,000	
13th & Broadway Intersection		\$150,000	
21st St Bridge Rehab		\$150,000	

\$5,000,000 GO Fundinç Available

First Published in the Wichita Eagle August 29, 2008

ORDINANCE NO. 47-966

AN ORDINANCE DECLARING **OLIVER, BETWEEN HARRY AND KELLOGG** (472-84749) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Oliver, between Harry and Kellogg** (472-84749) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Oliver**, **between Harry and Kellogg** (472-84749) as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be \$6,345,000 exclusive of the cost of interest on borrowed money, with \$2,145,000 paid by the City of Wichita and \$4,200,000 paid by Federal Grants, administered by the Kansas Department of Transportation. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6.	That the City Clerk shall mal	ke proper publication	of this ordinance,	which shall be p	published
once in the official Cit	ty paper and which shall be eff	fective from and after	said publication.		

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2008.

ATTEST:	
ATTEST.	
KAREN SUBLETT, CITY CLERK	
SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

Published in the Wichita Eagle on August 29, 2008

ORDINANCE NO. 47-967

AN ORDINANCE AMENDING ORDINANCE NO. 46-850 OF THE CITY OF WICHITA, KANSAS DECLARING MERIDIAN, BETWEEN PAWNEE AND ORIENT (472-84309) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA. KANSAS:

SECTION 1. SECTION 2 of Ordinance **46-850** is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Meridian**, between **Pawnee and Orient** (472-84309) as a main trafficway in the follow particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 3 of Ordinance **No. 46-850** is hereby amended to read as follows:

"SECTION 3. The cost of the construction of the above described improvements is estimated to be **Nine Hundred Sixty Thousand Dollars** (\$960,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 46-850 are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of	of Wichita, Kansas, this 26 day of August, 2008.
	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
Gary E. Rebenstorf Director of Law	

Published in the Wichita Eagle on

ORDINANCE NO. 47-968

AN ORDINANCE AMENDING ORDINANCE NO. 47-578 OF THE CITY OF WICHITA, KANSAS DECLARING THE 25TH STREET BRIDGE AT THE LITTLE ARKANSAS RIVER (472-84595) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance 47-578 is hereby amended to read as follows:

"SECTION 3. The costs of the construction of the above described improvements is estimated to be **One Million Three Hundred Fifty Thousand Dollars** (\$1,350,000) exclusive of the cost of interest on borrowed money, with \$400,000 paid by the City of Wichita and \$985,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 2. The original of SECTION 3 of Ordinance No. 47-578 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the Ci	ty of Wichita, Kansas, this 26th day of August, 2008.
	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
Gary E. Rebenstorf Director of Law	

Published in the Wichita Eagle on

ORDINANCE NO. 47-969

AN ORDINANCE AMENDING ORDINANCE NO. 47-704 OF THE CITY OF WICHITA, KANSAS DECLARING 21ST STREET, BETWEEN THE K-96 FREEWAY AND 159TH STREET EAST (472-84636) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance 47-704 is hereby amended to read as follows:

"SECTION 3. The costs of the construction of the above described improvements is estimated to be **Eleven Million One Hundred Eighty-Three Thousand Seven Hundred Twenty-Three Dollars** (\$11,183,723) exclusive of the cost of interest on borrowed money, with \$2,800,000 paid by the City of Wichita and \$8,383,723 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 2. The original of SECTION 3 of Ordinance No. **47-704** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
(SEAL)		
APPROVED AS TO FORM:		
Gary E. Rebenstorf Director of Law		

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2008.

Published in the Wichita Eagle on

ORDINANCE NO. 47-970

AN ORDINANCE AMENDING ORDINANCE NO. **47-099** OF THE CITY OF WICHITA, KANSAS DECLARING **37TH ST. NORTH, BETWEEN TYLER AND RIDGE (472-84186)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 1 of Ordinance **47-099** is hereby amended to read as follows:

"SECTION 1. SECTION 3 of Ordinance 46-558 is hereby amended to read as follows:

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Six Million One Hundred Thousand Dollars** (\$6,100,000) exclusive of the cost of interest on borrowed money, with \$2,100,000 paid by the City of Wichita and \$4,000,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 2. The original of SECTION 1 of Ordinance No. 47-099 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	Carl Brewer, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
(SEAL)		
APPROVED AS TO FORM:		
Gary E. Rebenstorf Director of Law		

ORDINANCE NO. 47-971

AN ORDINANCE AMENDING ORDINANCE NO. 47-729 OF THE CITY OF WICHITA, KANSAS DECLARING CENTRAL AVENUE, BETWEN 135TH ST. WEST AND 119TH ST. WEST (472-84017) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND **AUTHORIZING** CERTAIN **IMPROVEMENTS** TO **SAID MAIN** TRAFFICWAY: SETTING NATURE AND FORTH THE OF IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **No. 47-729** is hereby amended to read as follows:

"SECTION 2. SECTION 3 of Ordinance 46-171 is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **One Million Three Hundred Eighty-Seven Thousand Dollars** (\$1,387,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 2. The original SECTION 2 of Ordinance **No. 47-729** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
(SEAL)	
APPROVED AS TO FORM:	
Gary E. Rebenstorf	
Director of Law	

ORDINANCE NO. 47-972

AN ORDINANCE DECLARING 119TH ST. WEST, BETWEEN PAWNEE AND KELLOGG (472-84694) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION I. That **119TH ST. WEST, BETWEEN PAWNEE AND KELLOGG** (**472-84694**) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **119th St. West, between Pawnee and Kellogg** (**472-84694**) as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Hundred Seventy-Seven Thousand Dollars** (\$177,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
(SEAL)	
APPROVED AS TO FORM:	

ORDINANCE NO. 47-973

AN ORDINANCE DECLARING **29TH ST. NORTH, BETWEEN RIDGE AND HOOVER** (**472-84691**) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION I. That **29TH ST. NORTH, BETWEEN RIDGE AND HOOVER** (**472-84691**) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **29th St. North, between Ridge and Hoover (472-84691)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Thirty Thousand Dollars** (\$30,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6.	That the City Clerk shall 1	make proper publication	of this ordinance,	which shall be pu	ublished
once in the official Ci	ty paper and which shall be	effective from and after	said publication.		

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

ORDINANCE NO. 47-974

AN ORDINANCE DECLARING **MAPLE, BETWEEN 135TH ST. WEST AND 151ST ST. WEST (472-84698)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION I. That **MAPLE, BETWEEN 135TH ST. WEST AND 151ST ST. WEST (472-84698)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Maple**, **between 135th St. West and 151st St. West (472-84698)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Hundred Eighty-Five Thousand Dollars** (\$185,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
(SEAL)	
APPROVED AS TO FORM:	

ORDINANCE NO. 47-975

AN ORDINANCE DECLARING **TYLER, BETWEEN 29TH ST. NORTH AND 37TH ST. NORTH (472-84700)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

- SECTION 1. That **TYLER, BETWEEN 29TH ST. NORTH AND 37TH ST. NORTH (472-84700)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.
- SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Tyler**, between 29th St. North and 37th St. North (472-84700) as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Hundred Sixty-Two Thousand Dollars** (\$162,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
RAKEN SUBLETT, CITT CLERK	
(SEAL)	
APPROVED AS TO FORM:	

ORDINANCE NO. 47-976

AN ORDINANCE DECLARING 37TH ST. NORTH, BETWEEN BROADWAY AND HYDRAULIC (472-84692) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **37TH ST. NORTH, BETWEEN BROADWAY AND HYDRAULIC** (**472-84692**) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **37th St. North, between Broadway and Hydraulic** (**472-84692**) as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Sixty-Three Thousand Dollars** (\$263,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6	That the City Clerk shall	make proper publication	of this ordinance,	which shall be published
once in the official Ci	ity paper and which shall b	e effective from and after	said publication.	

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

ORDINANCE NO. 47-977

AN ORDINANCE DECLARING MT. VERNON, BETWEEN BROADWAY AND SOUTHEAST BOULEVARD (472-84699) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **MT. VERNON, BETWEEN BROADWAY AND SOUTHEAST BOULEVARD** (472-84699) in the City of Wichita, Kansas is hereby designated and established as a main traffic way, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Mt. Vernon, between Broadway and Southeast Boulevard (472-84699)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **One Hundred Ninety-Eight Thousand Dollars (\$198,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

ORDINANCE NO. 47-978

AN ORDINANCE DECLARING **HARRY, BETWEEN GREENWICH AND 127TH ST. EAST (472-84696)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **HARRY, BETWEEN GREENWICH AND 127TH ST. EAST (472-84696)** in the City of Wichita, Kansas is hereby designated and established as a main traffic way, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Harry**, between **Greenwich and 127th St. East (472-84696)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Fifteen Thousand Dollars (\$215,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	

ORDINANCE NO. 47-979

AN ORDINANCE DECLARING **GREENWICH, BETWEEN PAWNEE AND HARRY** (472-84695) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **GREENWICH, BETWEEN PAWNEE AND HARRY** (472-84695) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Greenwich**, between Pawnee and Harry (472-84695) as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Two Hundred Seven Thousand Dollars** (\$207,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 6.	. That the City Clerk shall	make proper publication	of this ordinance,	which shall be j	published
once in the official Ci	ty paper and which shall be	effective from and after	said publication.		

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

ORDINANCE NO. 47-980

AN ORDINANCE DECLARING **THE INTERSECTIONS OF WOODLAWN AT 17TH ST. NORTH AND WOODLAWN AT FARMVIEW (472-84701)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **THE INTERSECTIONS OF WOODLAWN AT 17TH ST. NORTH AND WOODLAWN AT FARMVIEW** (472-84701) in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **the intersections of Woodlawn at 17th St. North and Woodlawn at Farmview (472-84701)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvement is estimated to be **Seventy-Five Thousand Dollars** (\$75,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita.

Said cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of August, 2008.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
(SEAE)	
APPROVED AS TO FORM:	

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council Members

SUBJECT: 21st St. Bridge Rehabilitation over the Little Arkansas River (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The 2007-2016 Capital Improvement Program (CIP) adopted by the City Council includes a project to rehabilitate the 21st St. Bridge over the Little Arkansas River. District VI Advisory Board sponsored a June 5, 2006, neighborhood hearing on the project. The Board voted 9-0 to recommend approval of the project.

<u>Analysis:</u> The project consists of removing and replacing the existing sidewalk section and outer edge of each side of the bridge. A new wearing surface will be installed on the bridge deck. A bike path will be constructed on the south side of the bridge. The bridge lighting will be improved. Construction is planned to begin in late 2008. The bridge will be closed to traffic during construction.

<u>Financial Considerations</u>: The CIP budget is \$880,000 with \$200,000 paid by the City and \$680,000 by Federal Grants administered by the Kansas Department of Transportation. Based on current construction costs, the estimated project cost is \$1,630,000 with \$450,000 paid by the City and \$1,180,000 by Federal Grants. The City has applied for and has received additional Federal funding for the project. Funding for the increased City share is available from remaining funds in the 13th and Broadway intersection; and 21st St. Bridge at the Arkansas River rehab projects. The funding source for the City share is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by rehabilitating a bridge on an important transportation route.

Legal Considerations: The Law Department has approved the authorizing Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, place the authorizing Ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP Sheet and Ordinance.

ORDINANCE NO. 47-967

AN ORDINANCE DECLARING THE 21ST STREET BRIDGE AT THE LITTLE ARKANSAS RIVER (472-84748) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **the 21st Street Bridge at the Little Arkansas River** (472-84748) **in** the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **the 21st Street Bridge at the Little Arkansas River (472-84748)** as a main trafficway in the following particulars:

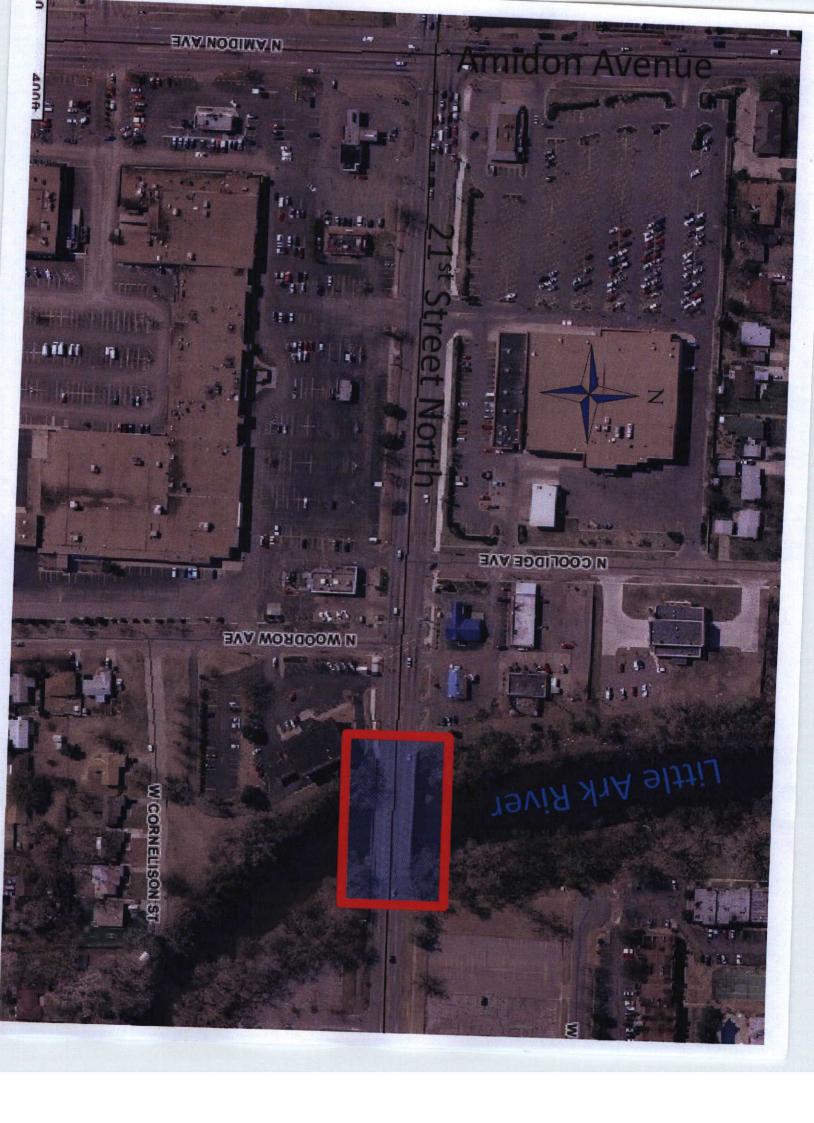
The design, construction of a bridge, acquisition of right-of-way, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be \$1,630,000 exclusive of the cost of interest on borrowed money, with \$450,000 paid by the City of Wichita and \$1,180,000 paid by Federal Grants, administered by the Kansas Department of Transportation. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.



AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

RISHEL ADDITION

Lot 1, Block A

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above-described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

Avigational Easement Page 2 of 2

EXECUTED the day and year first above written.

The Howard A. Rishel Trust dated September 14, 2000

Havaid a. Buhel	By: Doris M. Riskel
Howard A. Rishel, Trustee	Doris M. Rishel, Trustee

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 28 day of _______, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Howard A. Rishel and Doris M. Rishel, Trustees of the Howard A. Rishel Trust dated September 14, 2000, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

(My Appointment Expires: //- 7-09

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires //- 1-09

RESTRICTIVE COVENANT

THIS DECLARATION made this _28 th day of ______, 2008, by the Howard A. Rishel and Doris M. Rishel, Trustees of the Howard A. Rishel Trust dated September 14, 2000, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

RISHEL ADDITION

Lot 1, Block A

WHEREAS, the Declarant's property is located near Wichita Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that RISHEL ADDITION, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas

Restrictive Covenant Page 2 of 2

Executed the date and year first above written.

The Howard A. Rishel Trust dated September 14, 2000

By: Howard G. Krakel	By: Don's M. Rishel
Howard A. Rishel, Trustee	Doris M. Rishel, Trustee

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 28th day of ________, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Howard A. Rishel and Doris M. Rishel, Trustees of the Howard A. Rishel Trust dated September 14, 2000, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

(My Appointment Expires: // - 7-09

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires //-7-09

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council Members

SUBJECT: SUB 2008-35 -- Plat of Rishel Addition located on the east side of Ridge Road and

north of Kellogg. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

<u>Background</u>: This unplatted site, consisting of one lot on 1.07 acres, is located within Wichita's city limits. A zone change (ZON 2007-55) from SF-5 Single-family Residential to GC General Commercial has been approved for this site.

<u>Analysis</u>: City water and sewer services are available to serve the site. Since this site is located within the noise impact area of Wichita Mid-Continent Airport, a Restrictive Covenant and Avigational Easement have been submitted.

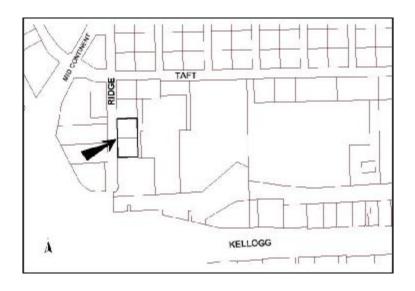
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

<u>Legal Considerations</u>: The Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and approve first reading of the ordinance.



OCA150006 BID 37529-009 CID#76383)		
Published in The Wichita Eagle on		
ORDINANCE 47-982		
AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.		
BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.		
SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:		
Case No. ZON 2007-55		
Zone change request from SF-5, Single-Family Residential to GC, General Commercial, for property described as:		
Lot 1, Block A, Rishel Addition, Wichita, Sedgwick County, Kansas.		
Generally located on the east side of Ridge Road and north of Kellogg.		
SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.		
SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.		
ADOPTED this 26th day of August, 2008.		
ATTEST: Carl Brewer, Mayor		
Karen Sublett, City Clerk		

Gary E. Rebenstorf, City Attorney

(SEAL)

Approved as to form:

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council Members

SUBJECT: DED 2008-05 -- Dedication of a Utility Easement, DED 2008-06 -- Dedication of

Street Right-of-Way and DED 2008-07 -- Dedication of Access Control located south

of 29th Street North and on the west side of Arkansas. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

Background: These Dedications are associated with Lot Split Case No. SUB 2008-12 (Gould Gardens Addition). The dedications are for construction and maintenance of public utilities, 20 feet of additional street right-of-way and access control along Arkansas Avenue, except for one opening.

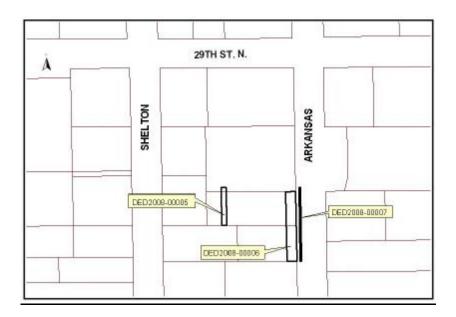
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

<u>Legal Considerations:</u> The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.



UTILITY EASEMENT

THIS EASEMENT made this/7 day of	, 200 <u>8,</u> by and
between Dagoberto Hernandez and Jacobina Hernandez,	owner, party of the first part,
and the City of Wichita, party of the second part.	- ·

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

The west ten (10') feet of the east 180 feet of the south 75.5 feet of Lot 4, Gould Gardens, Sedgwick County, Kansas

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer, all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

Dagaberto Hernandez

Jacobina Hernandez

DED 2008-05 (SUB 2008-12)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

aforesaid, came Dagoberto Hernandez and Jacobina Hernandez, owners of property, personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My Appointment Expires: 9-24-2008

ELVIRA M. MELCHOR Notary Public-State of Kansas My Appt. Exp 9-24

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Dagoberto Hernandez and Jacobina Hernandez, being the owners of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

The west twenty (20') feet of the east fifty feet of the south 67 feet of Lot 4 and the west twenty (20') feet of the east fifty feet of the north 73 feet of Lot 3, all in Gould Gardens, Sedgwick County, Kansas

do hereby dedicate the above-described real estate to the public for street right-of-way purposes.

Executed this 17 day of 9 uly, 2008

Dagoberto Hernandez

Dagoberto Hernandez

Dacoberra Hourseld

Jacobina Hernandez

STATE OF KANSAS COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 17 day of 9, 19, 19, 19, 19, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Dagoberto Hernandez and Jacobina Hernandez personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

My Appointment Expires: 9-24-2008

Notary Public

Notary Public

DED 2008-06

1/4 #

(.50B 2008-12)

ELVIRA M. MELCHOR Notary Public-State of Kanaas My Appt. Exp 9-24-2008

DEDICATION OF ACCESS CONTROL

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned. Dagoberto Hernandez and Jacobina Hernandez, being the owners of the following described real estate in Sedawick County, Kansas, to wit:

The south 200 feet of the east 180 feet of Lot 4, except the north 133 feet thereof, Gould Gardens. Sedgwick County, Kansas, except the east 30 feet dedicated for street.

and

The north 73 feet of the east 150 feet of Lot 3, Gould Gardens, Sedgwick County, Kansas, except the east 30 feet dedicated for street.

and

The west 52.50 feet of the north 8.50 feet of the south 74.50 feet of the east 180 feet of Lot 4. Gould Gardens, Sedgwick County, Kansas.

do hereby transfer and convey to the CITY of Wichita, all abutter's rights of access, ingress, and egress to said property from or to Arkansas Ave., over and across the east line of the above-described property; to have and to hold the same forever. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Arkansas Ave., except for one opening along Arkansas Ave.

Executed this 17 day of 9 day, 2008

Dagabuto Hernandy
Dagoberto Hernandez

Menbeura Kunnerdy
Jacobina Hernandez

DED 2008-07

STATE OF KANSAS)) SS
COUNTY OF SEDGWICK)
BE IT REMEMBERED, that on this
year above written.
Olvina M. Melchar. Notary Public
My Commission Expires: 9-24-2008

City of Wichita City Council Meeting August 19, 2008

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport

North Air Cargo Building

Change Order No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

<u>Background:</u> On February 5, 2008, the Wichita Airport Authority approved a contract with Snodgrass & Sons Construction Co., Inc. for the construction of the North Air Cargo Building.

Analysis: A change order has been prepared to modify the contracted work to accommodate several tenant changes and to adjust quantities on some materials.

<u>Financial Considerations:</u> The change order amount of \$63,005.73 is an addition to the original contracted amount of \$5,625,717.00, representing an increase of approximately one percent. This change order also increases the contract time by 11 days. The cost of this change order is included in the current budget.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Five original signature copies and 12 distribution copies of the change order.

AIA Document G701™ – 2001

Change Order

CHANGE ORDER NUMBER: 001 PROJECT (Name and address): OWNER: North Air Cargo Facility DATE: July 24, 2008 ARCHITECT: □ 1935 Air Cargo Road Wichita, KS 67209 CONTRACTOR: □ TO CONTRACTOR (Name and address): ARCHITECT'S PROJECT NUMBER: 1049.201 FIELD: Snodgrass & Sons Construction Co., Inc. CONTRACT DATE: February 05, 2008 2700 George Washington Boulevard OTHER: CONTRACT FOR: General Construction Wichita, KS 67210

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Item 1: Delete 3 post and panel signs at on-street parking area. No change in Contract Time; deduct cost of (\$7,165.95).

Item 2: Add toilet room in Area C similar to Toilet C102. Additional 2 days Contract Time; additional cost of \$17,884.88.

Item 3: Add 270 linear feet of galvanized angle on the front edge of the loading dock on the south half of the building east face. No change in Contract Time; additional cost of \$4,321.79.

Item 4: Delete all 11 vehicle restraints along the east face of the building, and provide GFI outlets for tenant's use. No change in Contract Time; deduct cost of (\$32,206.78).

Item 5: Enlarge 2 communication hand hole structures. No change in Contract Time; additional cost of \$1,333.20.

Item 6: Add toilet room in Area F similar to Room F110. Additional 2 days Contract Time; additional cost of \$12,406.94.

Item 7: Install additional 4-inch conduit at each hand hole. No change in Contract Time; additional cost of \$1,027.68.

Item 8: Reconfigure Areas A, B, and C. Additional 7 days Contract Time; additional cost of \$50,573.23.

Item 9: Delete ships ladder in Area I; change to steel stairway similar to Area J. No change in Contract Time; additional cost of \$14,830.74.

The original Contract Sum was The net change by previously authorized Change Orders The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of The new Contract Sum including this Change Order will be

The Contract Time will be increased by Eleven (11) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 13, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

RECEIVED

AUG 0 1 2008

80

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gossen Livingston Associates, Inc.	Snodgrass & Sons Construction Co., Inc.	Wichita Airport Authority
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
420 S. Emporią	2700 George Washington Boulevard	2173 Air Cargo Road
Wichita, KS 6/202	Wichita, KS 67210	Wichita, KS 67209
ADD RESS	ADDRESS	ADDRESS
IUM // MUS//	Charles !	
BY (Signature)	BY (Signature)	BY (Signature)
Rick Holbrook, AIA, CSI, Vice President	Chris Oard, Project Mgr.	
(Typed name)	(Typed name)	(Typed name)
July 24, 2008	July 30, 2008	
DATE	DATE	DATE



2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal

mo	Job Name: North Air Cargo Facility – Proposal to Delete 3 (ea)				
TO: Gossen Livingston Architecture	Type A3 Post & Panel Signs – Response to RFP No. 1				
Attn: Rick Holbrook 420 South Emporia					
Wichita, Kansas 67202	Location: Wichita Mid-Continent Airport				
	Phone: (316) 265-9367				
FAX: (316) 265-5646	CoW Project Number: 455365 Snodgrass Project No.: 28-012				
We hereby submit and estimate for labor, ma	terial, and equipment to delete the	work as follows:			
Deduct 3 (ea) Type A3 Post & Panel Signs as re	quested per RFP No.1.				
- Deduct 3 (ea) Signs shown in detail 5/A	AS101 (fabrication / installation)	\$6.450.00			
•	Subtotal	\$6,450,00			
- Deduct Overhead & Profit (10%)	***********************************	\$645.00			
- Deduct Bond at 1%		\$70.95			
	Total Deduct	\$7,165.95			
Clarifications:					
1 Color ton not built 1					
 Sales tax not included. Proposal price is based on the scope me 	mtiomed characteristics 1 1 1				
Proposal price is based on the scope me subject to a cost change.	nuoned above, and attached sub quot	tes. Changes to this scope may be			
3. Any other items not specifically called o	out or mentioned will be excluded				
1	with the explanation of the contraction.				
We propose hereby to delete material, labor at	nd equipment – complete in accord	lance with the all the second			
for the sum total of: \$7,165.95 See above it	emization.	ance with the above specifications,			
~	letion of work.				
	•				
	,				
5/1/08					
Chris Oard Project Manager / Estimator	$-\frac{3}{7}/08$	3			
	/ Date				
Acceptance of Proposal - The above prices, specificat execute the work as specified. Payment will be made a	ions and conditions are satisfactory and a soutlined above.	are hereby accepted. You are authorized to			
Date of	Authorized	·			
		·			



May 7, 2008

Proposal Submitted To:

Attn: Chris Oard Snodgrass and Sons Construction 2700 George Washington Wichita, KS 67210

Phone: 687-3110 Fax: 687-5853

Job Location:

North Air Cargo Facility Mid Continent Airport Wichita, KS

Email: coard@snodgrassconst.com

\$6,450.00

On behalf of TriMark Signworks, I am pleased to offer the following proposal for your consideration and review. If you approve of the proposed work and dollar amount, please sign and mail/fax back one original proposal and any artwork. Also, initial the Terms and Conditions page. Please keep one copy of the proposal for your records.

We anticipate that it will take approximately two weeks to complete detailed layouts and obtain your final approval of artwork. The sign will be completed 4-6 weeks after TriMark has received a signed proposal, artwork, permit and deposit.

Post and Panels (906198-6)

TriMark Signworks will fabricate and install (3) 2' X 4' X 7" double faced series 7" slide body post and panel signs with rectangle posts, .125 aluminum faces. TriMark Signworks will pour a 6" deep 24" X 7'8" concrete mow strip above grate at

ELECTRICAL: Final electrical connection by others

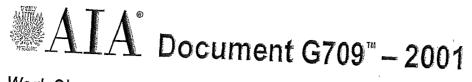
TERMS: 50% down 50% upon completion.

These prices are valid for 30 days.

I have read, understand, and agree to the terms of this agreement, which are stated on the reverse of this proposal consisting of 20 paragraphs. I certify that this is a taxable initial here / tax exempt initial here transaction. If tax exempt, an exemption certificate MUST be provided. Attached is a deposit of \$_____ which will release the sign(s) for production. Signature: Authorized Signature, Buyer Acceptance Date: Signature:

Jim Atherton, TriMark Signworks, Inc.

Acceptance Date:



Work Changes Proposal Request

Than Shanges Proposa	i Request	
PROJECT (Name and address): North Air Cargo Facility	PROPOSAL REQUEST NUMBER: 001	OMMED. E
1935 Air Cargo Road Wichita, KS 67209	DATE OF ISSUANCE: April 02, 2008	OWNER: ☐ ARCHITECT: ☐
OWNER (Name and address): Wichita Airport Authority 2173 Air Cargo Road Wichita, KS 67209	CONTRACT FOR: General Construction	CONSULTANT: ☐ CONTRACTOR: ☐ FIELD: ☐
, 	CONTRACT DATE: February 05, 2008	OTHER: □
FROM ARCHITECT (Name and address): Gossen Livingston Associates, Inc. 420 S. Emporia Wichita, KS 67202	ARCHITECT'S PROJECT NUMBER: 1049.201	

TO CONTRACTOR (Name and

address): Snodgrass & Sons Construction Co., Inc. 2700 George Washington Blvd. Wichita, KS 67210

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE

DESCRIPTION (Insert a written description of the Work):

1. Delete the three proposed "A3" type signs indicated for the on-street parking area along Air Cargo Road.

2. Do not alter the existing parking striping, bumper blocks, or accessible signage at the on-street parking area along Air Cargo Road until directed by the Owner, at a later date.

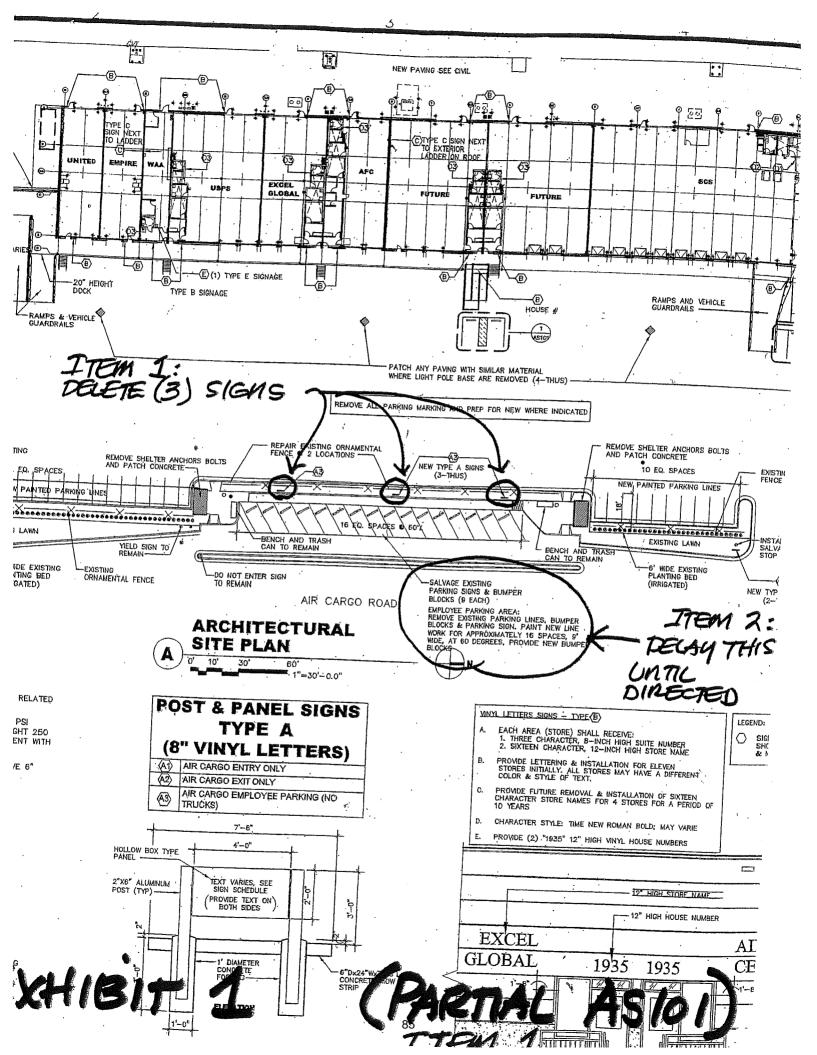
ATTACHMENTS (List attached documents that support description);

Exhibit 1 (Partial Drawing AS101

Rick Holbrook, AIA, CSI, Vice President, Vice President (Printed name and title)

AIA Document G709TM - 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved, WARMING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA. Decument, or any portion of it, and produced by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA. Decument, or any portion of it, and software at 00,5044 and 40,0000 under the law. This document was produced by AIA software at 09:50:44 on 04/02/2008 under Order No.1000348750_1 which expires on 3/20/2009, and is not for resale.

(40891827)





2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

	Proposal			
	Job Name: North Air Cargo Facil	lity – Proposal for additional		
TO: Gossen Livingston Architecture	Toilet Room, C102A – Response to RFP No.2			
Attn: Rick Holbrook	Location: Wichita Mid-Continent Airport			
420 South Emporia Wichita, Kansas 67202	Phone: (316) 265-9367	Date: May 5, 2008		
FAX: (316) 265-5646	CoW Project Number: 455365	Snodgrass Project No.: 28-012		
We hereby submit and estimate for labor, ma	terial, and equipment to perform	i -		
Add Toilet Room C102A and minor alterations				
for the sum of \$17,884.88, and 2 additional world	to Tonet Room C102 per Gossen Liv	vingston RFP No. 002		
	• •			
- Additional Masonry Slab Footing (Snot	Company Construction)	\$856.00		
- Additional Concrete Deck (Snodgrass (onstruction)	\$1,241.00		
- Additional Masonry (Herrman Masonry	<i>(</i>)	\$2,840.00		
- Additional Electrical (Atlas Electric)		\$650.00		
- Additional Mechanical (Wichita Mecha	inical)	\$6,158.00		
- Net Change to Ceramic Flooring / Base	from VCT / Vinyl Base (Total Insta	llation)\$401.00		
- Additional Painting (Atlas Painting)		\$125.00		
- Additional HM Door, Frame, and Hard	ware (DH Pace)	\$878.00		
- HM Door, Frame, and Hardware Install	ation (Snodgrass Construction)	\$300.00		
- Net Change from I(ea) D3 Sign to I(ea)) D1 Sign, and 1(ea) D2 Sign	\$50.00		
- Additional Sign installation (Snodgrass	Construction)	\$10.00		
- Additional Toilet Accessories (Claco Su	apply)	\$210.00		
- Additional Toilet Accessory Installation	(Snodgrass Construction)	\$200.00		
- Additional Fire Protection (Midwest Fir	e Protection)	\$225.00		
- Additional Roof Penetration (Buckley R	loofing)	\$304.00		
- Additional P4 walls, Wall Molding for (Ceiling, and Fire Tape (Drywall Syst	ems)\$1.650.00		
	Cribtatal	# 1 < # 2		
- Overhead & Profit (10%)	***************************************	\$1,609.80		
- Additional Bond at 1%	•••••	\$177.08		
	Total	\$17,884.88		
Clarifications:	_ 0 with	φ17,007.00		
1. Sales tax not included.				
2. Bond included.				
3. No additional mobilization, layout, retro	fit or prime contractor supervision	administrative as to if 1		
executed concurrent with original contra	ct work in the same area	administrative costs if work is		
4. No additional instantaneous water heater	Hot water is supplied from ventor 1	handow in The Hay C		
5. Proposal price is based on the scope mer	tioned shove and attached sub-	neater in Tonet Space C102.		
subject to a cost change.	moned above, and attached sub quot	es. Changes to this scope may be		
6. Any other items not specifically called o	IIt or mentioned will be evaluded			
We propose hereby to furnish material, labor a for the sum total of: See price and itemization	and equipment – complete in accor	rdance with the above specifications,		
	etion of work,			
cpon compi	enon of work.			
	~ ~/~/			
Chair Could Bush of Marie (B. 1)	<u> </u>	2		
Chris Oard Project Manager / Estimator	/ Date			
acceptance of Proposal - The above prices, specification accute the work as specified. Payment will be made as	ons and conditions are satisfactory and a	are hereby accepted. You are authorized to		
and work as specified. I ayricht will be made as	s outlined above,	to a NO O		
Pate of	Authorized	ITEM NO. 2		

86

Bid Date: Fri, Feb 1 @ 10a

TOM HERRMAN MASONRY, INC. 1833 S SOUTHWEST BLVD.

WICHITA, KS 67213 PHONE: (316) 440-3322 FAX: (316) 776-0941

PROPOSAL AND ACCEPTANCE

Snodgrass & Sons Construction Co		In case
	687-3110	DATE OF IDEAS
2700 George Washington Blvd	ME;	05/05/2008 PROJECT #:
Wichita KS 67240	th Air Cargo Facility Improvemen	ls
RCHITECT:	Wichita, Mid-Continent Airport	
ATTN:		Fax to:
	Chris Oard	687-5853
e hereby submit specifications and estimates for:		
THIS IS A MATERIAL AND LABOR BID:		-
MALENIAL AND LABOR BID:		
Did include a		
Bid includes all material and labor necessary for the masonry port	ion of the project	
Bid includes complete job site cleanup for the masonry portion of the	e project	
pomon of	ne project	
Additional Bathroom:		
		0.040.00
		2,840.00
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
Bid does NOT include taxes	TOTAL BID	2.840.00
Bid does NOT include taxes	TOTAL BID	2,840.00
Bid does NOT include taxes Opose hereby to furnish labor (and materials if noted above) in accordance with	TOTAL BID the noted specifications above (if a	2,840.00
Bid does NOT include taxes opose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty	the noted specifications above (if a	ny) for the sum of:
Bid does NOT include taxes **Opose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty	TOTAL BID the noted specifications above (if a	2,840.00 ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes **Copose** hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to the time.	the noted specifications above (if a dollars \$	ny) for the sum of:
Bid does NOT include taxes Topuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration	the noted specifications above (if a	ny) for the sum of:
Bid does NOT include taxes Topose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed.	the noted specifications above (if an dollars \$ Authorized Signature	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes Topose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the	the noted specifications above (if a dollars \$ Authorized Signature Note: This proposal may	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes Topose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond	the noted specifications above (if a dollars \$ Authorized Signature Note: This proposal may	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed any upon written orders, and will become an extra charge over and above the stimate. All agreements conlingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	the noted specifications above (if an dollars \$ Authorized Signature	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed any upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation Insurance.	the noted specifications above (if an dollars \$ Authorized Signature Note: This proposal may 'not accepted with	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation insurance. Acceptance of Proposal: The above prices, specifications and	Authorized Signature Note: This proposal may 'not accepted with	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation insurance. Acceptance of Proposal: The above prices, specifications and	Authorized Signature Note: This proposal may 'not accepted with	ny) for the sum of: 2,840.00 USD
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed any upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature Note: This proposal may 'not accepted with	be withdrawn by us if thin 30 days.
Bid does NOT include taxes fopuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alleration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the stimate. All agreements conlingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above	Authorized Signature Note: This proposal may 'not accepted with	be withdrawn by us if thin 30 days.
Bid does NOT include taxes ropuse hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered by Workmen's Compensation insurance. Acceptance of Proposal: The above prices, specifications and	Authorized Signature Note: This proposal may 'not accepted with	be withdrawn by us if thin 30 days.
Bid does NOT include taxes fopose hereby to furnish labor (and materials if noted above) in accordance with Two thousand eight hundred forty All material is guaranteed to be as specified. All work to be completed in a workman-like menner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed any upon written orders, and will become an extra charge over and above the stimate. All agreements conlingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payment will be made as outlined above.	Authorized Signature Note: This proposal may 'not accepted with	be withdrawn by us if thin 30 days.

D:\Herman\2008 Proposals\2 North Air Cargo Facil-Ict Airport.xls

5/5/2008

Chris Oard

Bryan [bgrosch@atlaselectricllc.com] From:

Sent: Tuesday, April 29, 2008 4:10 PM

To: Chris Oard

Subject: RE: MCA North Air Cargo Facility - Change Order Number 2

Hi Chris the price for change order on bathroom is \$650.00. Thanks Bryan

Bryan Grosch Atlas Electric LLC 1607 N. Wabash Wichita Kansas 67214 Phone 316-858-1560 Cell 316-253-4466 Fax 316-858-1564

From: Chris Oard [mailto:chris@snodgrassconstruction.com]

Sent: Sunday, April 27, 2008 2:35 PM To: Bryan

Subject: MCA North Air Cargo Facility - Change Order Number 2

Bryan,

The attached PDF contains a request for proposal, for an additional toilet in tenant space C (this is a different area then the one we gave a budget price for). Please give me a formal proposal for your portion of work for the additional restroom and any changes in the adjacent spaces. Can you have something for me by Wed?

Thanks.

Chris Oard, Project Manager Snodgrass Construction - 2700 Geo. Washington Blvd. - Wichita, Kansas 67210 office: (316) 687-3110 fax: (316) 687-5853 cell: (316) 761-7194 email: coard@snodgrassconst.com

WICHITA MECHANICAL, INC.

PLUMBING-HEATING-AIR CONDITIONING 1040 E. MACARTHUR RD, STE 5, WICHITA, KS 67216 PHONE: 316-529-4898 FAX: 316-529-4899

May 1, 2008

To: Chris

Company: Snodgrass

Fax:

North Air Cargo Facility and Site Improvements

Wichita Mid Continent Airport
Wichita,KS

AIA DOCUMENT G709 –2001

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Additional Toilet Room C102A and minor alterations to Toilet Room C 102 per attached Drawings.

This amount includes plumbing and HVAC changes requested.

TOTAL AMOUNT: \$6158.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of Sixty-one Hundred Fifty-Eight Dollars and no cents (\$6158.00)

This bid is good for 30 days.

Rick Callison



Kimball'Office. A place that works for you.



PROPOSAL

Proposal Number: 3223 Date: April 29, 2008

Project: North Air Cargo Wichita, Ks

Change Order: Room C102A

Flooring: Material / Labor=\$546.00

-(#145) on VCT/Base Vierbal por Tony Co

Note: Proposal is valid for 30 days; all proposals must be returned with an authorized signature.

Assembled and delivered to your location

The above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. All terms are net 30, all past due invoices are subject to service charge of 1 ½% per month (18% annual). The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. for the sum of - See Above No/100***Dollars

Sales Tax is NOT included

\$See Above Dollars

Signature:

Authorized Acceptance Signature

ITEM 2

3919 N. Hillcrest, Ste⁰ Wichita, KS 67220 \$316-267-0584 FAX 316-681-3528

ATLAS PAINTING, INC. 2626 W. Pawnee, Suite A Wichita, Kansas 67213 316-686-1546

Change Order Authorization

Date:	May 1, 200	8	Change C	Order No. 2
General Cor	ntractor:	Snodgrass and Sons Construction Co., Inc.		
Project Nam	e:	Wichita Mid-Cor North Air Cargo Subcontract No.	ntinent Airpor Facility	
contract betwe	en General C	eby requests app ng described wor contractor and Atla actor shall be as de	k not included	following change order for in the scope of work in the ditional compensation to Atlas
Change Space (Order to inc	lude painting in ad	iditional toilet a	area in Tenant
· L	abor:	3 man hours @ \$3	85/hr =	\$ 105.00
٨	/laterial:			\$ 20.00
Total Fo	or Change O	rder No. 2⁄		\$ 125,00
Approved by:				
Atlas Painting I	nc.		Snodgrass & Co., Inc.	Sons Construction
<u> George Ka</u> Date: <u>5/1/08</u>	ragianis by eq	70	Date:	

WWW.	PAGES OOR SERVICES V.dhpace.com Snodgrass & Sons O	, -	ATLANTA OFFICE ARIZONA OFFICE AZ ROC #103892, K-60 DENVER OFFICE KANSAS CITY OFFICE SPRINGFIELD OFFICE WICHITA OFFICE	310 S. Union, Suite E, 3506 West Harry, Wich	mpe, AZ 85282 nver, CO 80239 I Kansas City, MO 64116 Springfield, MO 65802 nila, KS 67213	Phone: 404-327-4 Phone: 480-968-3 Phone: 303-783-3 Phone: 816-480-2 Phone: 417-831-5 Phone: 316-944-3	3667 Fax: 480-557-7228 3667 Fax: 303-783-3617 2600 Fax: 816-480-2658 5585 Fax: 417-831-5565 1667 Fax: 316-944-6465
	Attn: Chris Oard 2700 George Washir Wichlta, KS 67210 (T) 316-687-3110	ngton	Blvd. (F) 316-687-5853	PROJECT:	Wichita Mid Contine RE: PR #002 Quote #1 Contact: Nick Sobba	Date;	th Air Cargo 04/29/08
am pleased	I to quote the followir	ıg pei	plans dated ar	nd specifications o	lated		
\ddenda #(s) are included	in thi	s quote.				NET AMOUNT
hange open i) right-hand i) right-hand ii) right-hand iiled steel, pr iot of hardv (3) 4 ½" x (1) privacy (3) rubber	Request #002, furnish ing C102 from a right-h 3'0" x 7'0" x 1 ¾" flush 3'0" x 7'0" x 5 ¾" 3-sid repped and primed for the ware, including the folio 4 ½" hinges in a 652 fire function lockset in a 14	the formand-red hollowings.	everse swing opening to w metal door, 18-gauge llow metal frame with a finish	o a left-hand swing , prepped and prim 4" head, 16-gauge,	ed for finish, face-welded and mad	de of cold-	
			Total f	or the changes abo	ve, tax excluded		\$878.00
aterials only,	& Exclusions:		/				
illet accessor	ries are not included on	this c	juote.				
andard manu	ıfacturers lead times ap	ply.					

ritten acceptance of this quote must be received before materials can be ordered.

e proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof, less expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

yer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that-upon yer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and comments respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

OPOSAL - SELLER	ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE. ACCEPTANCE - BUYER
Proposal is made this day of, TE OR PRINT NAME OF SELLER	This Proposal is accepted this day of TYPE OR PRINT NAME OF BLIYER
SIGNATURE TITLE	BY: SIGNATURE OF OWNER. PARTNER OR OFFICER (state which)

10P(999PDS) Rev. 02/07 PROPOSAL.

Chris Oard

From: Jim Atherton [jim@trimarksignworks.com]

Sent: Thursday, May 01, 2008 4:12 PM

To: Chris Oard

Subject: signage airport

Chris

We will delete the d-3 unisex restroom sign and add 1-d-1 restroom sign and 1- d-2 restroom sign. The cost will add \$50.00 to the contract price for the changes.

Jim

Jim Atherton

TriMark Signworks 319 S. Oak Wichita, KS 67213 Ph: 316-263-2224

Fax: 316-263-1463

	laco Sul	splee Tue		CLACD
	VVVV SVI	prog, rac,	Somicing the Construction Trade stree 1961	PRODUCTS
8	UILDING MATER	IALS		2008
TO	Snodgrass & Sons Constructi	ion	PO Box 946	
	Wichita, Kansas		Wichite, KS 67201	1518 East Lewis
RE:		·	FAX	(316) 264-9354
WE:	Air Cargo Facility North - W	Vichita, Kansas	TOLL FREE:	(316) 264-9512 1-800-274-9354
We prop	ose to furnish the following materi to: Wichita	als for the subject project at the price	WEB: www.s.s.tated below, F.O.B Trucks, I	W.clacosupply.com Factory with fraight
NOTE:	This quote is been only to an ac	the the standard land and the standard land		
not show	mate of the job requirements; an wn as SPECIFIED or APPROVED ECT'S APPROVAL.	ne material specifications and quar my variations will be subject to nece are bid in lieu of those called for in	essary price adjustments. An In the specifications and are S	y following items VBJECT TO THE
Accurate	(approved) Toilet Partitions			
2 co	hpartments with door			
1 uri	nal screen	i		
Standard	overhead braced construction o	f bonderized steel with powder co	what halead are a second	
standard	colors. We quote stainless stee	n bunderized steel with powder co el door hardware and full height b of	onickets Standard masses	choice of
rurnished	only, not installed, for the sum	of		laten,
			••	
12	<u> approved) Toilet Accessories</u> Grab Bar 8127 –36			
12 -	Grab Bar 8127-36 Grab Bar 8127-42	11 - TP Holder KCCJRT E-	Z 1 - Shower Roc	1 DE20_4
11 -	Mirror 780 2436	11 - 5D GOJO 5150-06	1 - Shower Cur	1 7007^4 Hain 0627
11 -	PT Dispenser 250-15	1 - Soap Dish 9014	13 - Curtain Hoc	ik
Standard	construction and finish	6 - Mop Holders 9954		
Furnished	only, not installed, for the sum	of	(DEDUET	PIOSE IF RR CIOZ T TAKEN)
	ipproved) Fire Extinguisher		No	T TAKENI
22 - 5	# ABC Fire Extinguisher	tal depart makes as a	7 700	i widow)
		ith #821 FE Wall Bracket and Fir		SC y
Furnished	only, not installed, for the sum	of		The second secon
Acralight (66 - 4	<u>(specified) Skylights</u> 848A–TB-P Skylight			
Standard o	construction double manufal chal	ight with White/Clear acrylic glass	_	
Furnished	only, not installed, for the sum	ignt with White/Clear acrylic glass	ing.	
	The proteing is pased by	quantities and items shown only.	ANY variance will require RE	-QUOTE,
This quotation increases in fre	Is not included. Tax to be added is made for immediate acceptance only otherwitight rates before a property in the property of the property in the property of the property	unless exemption certificate is provide se subject to change without notice. Prices name	d. NO RETAINAGE ALLOWED.	NET 30 DAYS
shortage of labor causes beyond consent of the s	or raty materials, strikes, fires, floods, accident	he Seller, shall be added to the stated prices. All s, riots, delays in transportation, action of Governm purchaser constitutes bona fide order or contract.	orders are accepted subject to our ability the ent. Civil or Military enthantion, including and	axes, Faderal, State to sacure malerials,
ACCEPTE	<u>a</u>	·		
FIRM	_		<i>Bt</i> =	\mathcal{M}
BY			Class Supply, 9	¥c.
- '		DATE		MUN - :

ITEM 2

Chris Oard

From:

GGMidwestFire@aol.com

Sent:

Wednesday, April 30, 2008 8:17 AM

To:

Chris Oard

Subject: Re: MCA North Air Cargo Facility - Change Order Number 2

Chris,

If this change is approved, there will be an additional cost of \$225.00 to add one sprinkler head to this area of the offices.

Design is complete, therefore if the change is accepted it will be noted on the asbuilt drawings. If the architect wants to include this change with the original plans there will be an additional charge of \$200.00 for redesign & resubmit.

Please call if you have any questions,

Gary Gipson

Midwest Fire Protection LLC PO Box 12844 Wichita, KS 67277 Ph. 316-729-0079 Fax 316-729-5507 Cell 316-259-4524 ggmidwestfire@aol.com

Need a new ride? Check out the largest site for U.S. used car listings at AOL Autos.

95**TTEM** 2

BL KLEY ROOFING CO. INC.

3601 N HYDRAULIC WICHITA, KS 67219

PHONE 316-838-9321 FAX 316-838-9323 TOLL FREE 1-877-678-7726

	or Snodgrass	G SUIIS		CHANGE ORDER	REQUEST # 1
Addres				Page:	
Ci	ty Wichita	State KS	Zip	Date:	4/30/2008
Attention:	Chris Oard		 		1100/2008
Project:	Air Cargo Build	ling			
Project addre	, ,			-	
				FAX Number	687-5853
hange Orde	r Work Specific	ation		Phone Number	
arman lapor	and materials t	o flash one exhaust fa	n curb.		
			í f		
ualifications					
		/			
Labor	\$	225.00			
Material	\$				
Material Equipment	\$	225.00		on Do	
Material Equipment Bond	\$ \$ \$	225.00 65.50 10.00 3.76		Ed Factor	
Material Equipment Bond tal w/o tax:	\$ \$ \$ \$	225.00 65.50 10.00		Ed Frederick	President
Material Equipment Bond tal w/o tax: Sales Tax:	\$ \$ \$ \$	225.00 65.50 10.00 3.76 304.26	empt	Col Frederick	President
Material Equipment Bond tal w/o tax:	\$ \$ \$	225.00 65.50 10.00 3.76 304.26	empt	Ed Frederick	President
Material Equipment Bond tal w/o tax: Sales Tax:	\$ \$ \$ \$	225.00 65.50 10.00 3.76 304.26	empt	Ed Frederick	President
Material Equipment Bond tal w/o tax: Sales Tax:	\$ \$ \$ \$	225.00 65.50 10.00 3.76 304.26	ACCEPTANCE		-
Material Equipment Bond tal w/o tax: Sales Tax:	\$ \$ \$ \$	225.00 65.50 10.00 3.76 304.26	ACCEPTANCE I accept and As the signe represent the		above specified work

Drywall Systems, Inc.

P.O. Box 9528 Wichita, KS 67277

PROPOSAL SUBMITTED TO

STREET

Snodgrass & Sons Construction Company

2700 George Washington Blvd.

(316) 942-4994 FAX (316) 942-4995

*Sheetrock

*Metal Studs

*Acc. Ceilings

(316) 687-3110

*EJFS

PHONE

JOB NAME

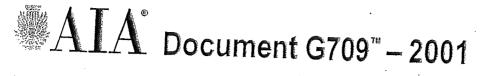
*Insulation

PROPOSAL AND ACCEPTANCE

(316) 687-5853

FAX

CITY, STATE AND ZIP CODE	W	North Air Cargo Facility	
Wichita, KS		JOB LOCATION	
ADCHITECT	AP DE ANG	2815 E. 37th ST. North	
Gossen/Livingston Architecture	<u>OF PLANS</u>	ATTN	DATE
We hereby submit specificant	4/25/2008	Chris Oard	4/29/2008
We hereby submit specifications and estimate	es for all materials and labo	r for:	The same of the sa
1) Proposal Request 002 Add option for P4	type walls at new tollet ro	om A102A	
? efter course l'i	en jor drog court Id coulding	ing - yes	
ny and all services or materials not specific bond was not figured for this project but call pricing is tax exempt construction li job site dumpsters supplied by others.	m de given at an additiona	l cost.	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
dd to BASE BID: \$1,650.00			
٠,			
yment to be made as follows: MONTHL	Y / NET UPON COMPLETION		
natorial is guaranteed to be as specified. All work to be completed in a			· .
reling to standard practices. Any alternation or deviation from above spacetime to an extra or action of the executed only upon written orders, and will become an extra orate. All agreements contingent upon strikes, accidents or delays beyon the formald and other necessary insurance. Our workers are fully concentation insurance.	charge over and above the and our control, Owner to	thorized nature Dave Gonzales/E : This proposal may be withdrawn	STIMATOR
ceptance of Proposal: The above conditions are satisfactory and are hereby accept authorized to do the work as specified. Payment utlined above.	prices, specifications	by us if not accepted within 30 d	nys
e of Acceptance:	Sig	lature:	. Administrative (item second less auth a tol. A. A. L
		N. C.	



Work Changes Proposal Request

PROJECT (Name and address): North Air Cargo Facility 1935 Air Cargo Road Wichita, KS 67209

OWNER (Name and address): Wichita Airport Authority 2173 Air Cargo Road Wichita, KS 67209

FROM ARCHITECT (Name and address): Gossen Livingston Associates, Inc. 420 S. Emporia Wichita, KS 67202

TO CONTRACTOR (Name and address): Snodgrass & Sons Construction Co., Inc. 2700 George Washington Blvd. Wichita, KS 67210

PROPOSAL REQUEST NUMBER: 002

DATE OF ISSUANCE: April 25, 2008

CONTRACT FOR: General Construction

CONTRACT DATE: February 05, 2008

ARCHITECT'S PROJECT NUMBER: 1049.201

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

Provide an additional Toilet Room C102A and minor alterations to Toilet Room C102 per the attached Drawings.

ATTACHMENTS (List attached documents that support description):

Partial Drawings of Sheets A101, S101, P101, M103, E102, E201, E301, and E303

REQUESTED BY THE ARCHITEC

Rick Holbrook, AIA, CSI, Vice President, Vice President (Printed name and title)

AIA Document G709™ - 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12414/E on 04/25/2008 under Order No 1000348750. I which expires on 3/20/2009, and is not for resele. by AIA software at 12:41:45 on 04/25/2008 under Order No.1000348750_1 which expires on 3/20/2009, and is not for resale.

(2225700140)

OWNER:

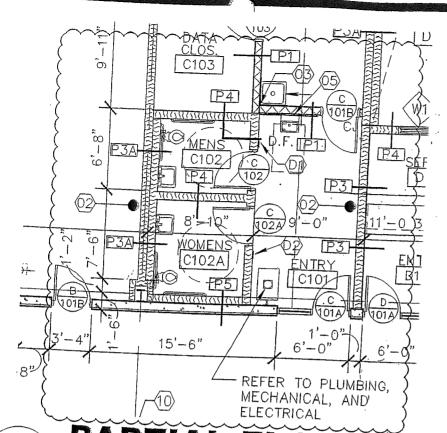
FIELD:

OTHER:

ARCHITECT: □

CONSULTANT:

CONTRACTOR; □



DOOR SCHEDULE

NEW DOOR C102A : SIM TO C102

FINISH SCHEDULE

ALL NEW FINISHES : SIM TO C102

SIGNS SCHEDULE

REFER TO SHEET AS101

SIGN TYPE $\langle D1 \rangle$, AND $\langle D2 \rangle$

PROVIDE TOLLET ACCESSORIES IN CLOZA TO MATCH CLOZ.

PARTIAL FLOOR PLAN AREA C

0' 4' 8' 12' 1/8"=1'-0"

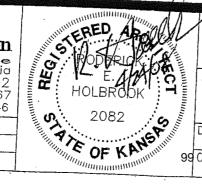


FLOOR PLAN KEYNOTES

- (D) FIRE EXTINGUISHER ON WALL BRACKET (FE) LOCATION.
- SYSTEM IS ALIGNED.
- PROVIDE FRP WALL PANELS 4'-HIGH AND 30" WIDE ON EACH WALL AROUND MOP SINKS, AND 4'-HIGH AND 4'-WIDE BEHIND DRINKING FOUNTAINS

GossenLivingston

Architecture 420 South Emporia Wichita, KS 67202 Tel: (316) 265-9367 Fax: (316) 265-5646



SHEET TITLE:

WOMENS RESTROOM C102A

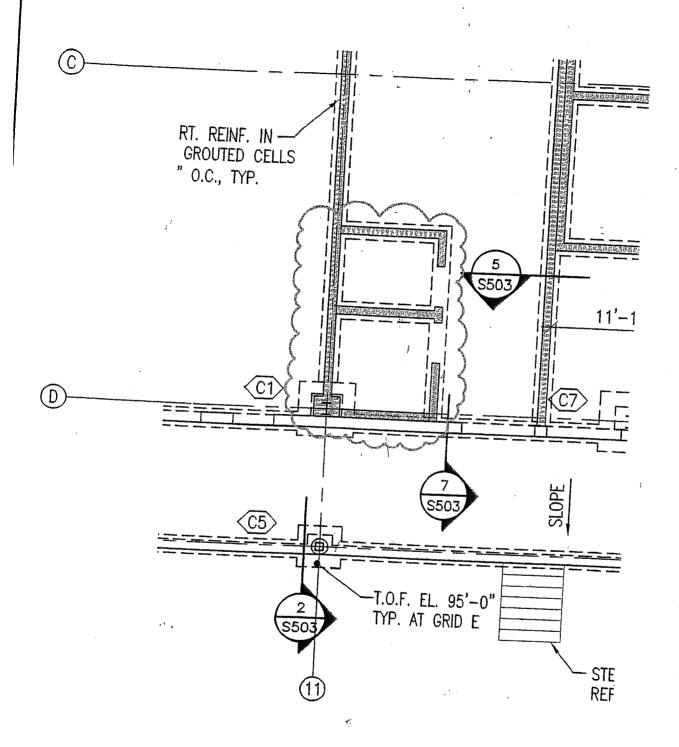
PROJECT:

NORTH AIR 'CARGO FACILITY MID-CONTINENT AIRPORT

Drawn By: RTS

99 Checyer PEN REP

1 05

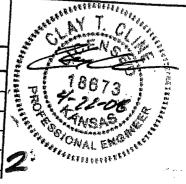


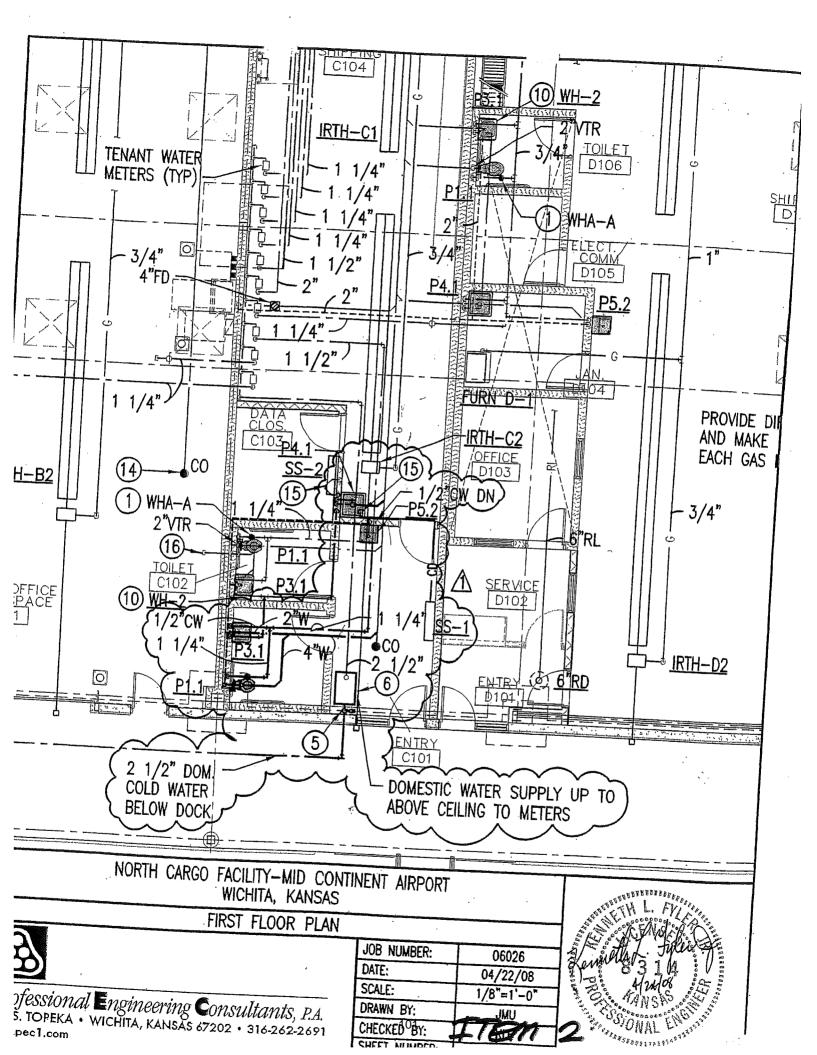
NORTH CARGO FACILITY—MID CONTINENT AIRPORT WICHITA, KANSAS

STRUCTURAL FLOOR PLAN CHANGE

ofessional Engineering Consultants, P.A. 5. TOPEKA • WICHITA, KANSAS 67202 • 316-262-2691

OTH WILL			
	JOB NUMBER:	06026	1
	DATE:	04/22/08	ľ
	SCALE:	1/8"=1'-0"	ŀ
	DRAWN BY:	JBR	
-	CHECKEDOBY:	TTEM	•
1	SHEET NUMBER:	2101	4





PLAN NOILS:

- WATER HAMMER ARRESTOR PDI SIZED AS NOTED ON PLAN.
 MOUNT IN ACCESSIBLE LOCATION FOR SERVICE.
- (2) GAS SERVICE BY M.C. CONTRACTOR SHALL COORDINATE REQUIREMENTS WITH KANSAS GAS SERVICE. SEE CIVIL DRAWINGS FOR CONTINUATION.
- GAS METER AND REGULATOR BY M.C. CONTRACTOR TO COORDINATE REQUIREMENTS WITH KANSAS GAS SERVICE. SLEEVE GAS PIPING THRU CONCRETE WALL ABOVE GRADE AND SEAL WATERTIGHT.
- 4 2 1/2* DOMESTIC WATER SERVICE BELOW GRADE; EXTEND TO WATER METER. ESTIMATED PEAK DEMAND = 75 GPM. SEE CIVIL DRAWINGS FOR CONTINUATION.
- (5) PROVIDE MAIN SHUT-OFF VALVE IN RISER. SEAL PIPE PENETRATION THRU SLAB WATER TIGHT.
- 6 DOMESTIC WATER DOUBLE CHECK BACKFLOW PREVENTER. FEBCO 870V

 A BACKFLOW PREVENTER, VERTICAL INSTALLATION.
- 7) 8" FIRE SPRINKLER SERVICE BELOW GRADE. SEAL PIPE PENETRATION THRU SLAB WATER TIGHT. REFER TO SPECIFICATIONS. SEE CIVIL DRAWINGS FOR CONTINUATION.
- (8) SPRINKLER RISERS. COORDINATE EXACT NUMBER OF ZONES AND FLOW SWITCHES WITH E.C. FLOORS SHALL BE ZONED SEPARATELY. SYSTEM DESIGN PER NFPA 13. NFPA 13R NOT ACCEPTED.
- 9 RPZ BACKFLOW PREVENTER. VERTICAL INSTALLATION FEBCO 880V OR EQUAL. ROUTE RELIEF LINE THRU WALL TO DISCHARGE 12" AFG.
- (10) INSTANTANEOUS WATER HEATER. SEE SCHEDULE ON SHEET P201.
- 11) PROVIDE DRAIN WITHOUT TRAP.
- (12) TERMINATE CONDENSATE PIPING OVER FLOOR SINK WITH 2" AIR GAP.
- 13 PROVIDE FLOOR SINK WITH TRAP PRIMER. SEE DETAIL ON SHEET P201.
- (14) 4" WASTE LINE BELOW FLOOR FOR FUTURE.
- (15) TERMINATE CONDENSATE PIPING, OVER MOP BASIN WITH 2" AIR GAP.
- (16) STUB 3"W AND CAP FOR FUTURE MOP BASIN. CONNECT 2"V TO RISER.

NORTH CARGO FACILITY—MID CONTINENT AIRPORT WICHITA, KANSAS

FIRST FLOOR PLAN

JOB NUMBER: 06026

DATE: 04/22/08

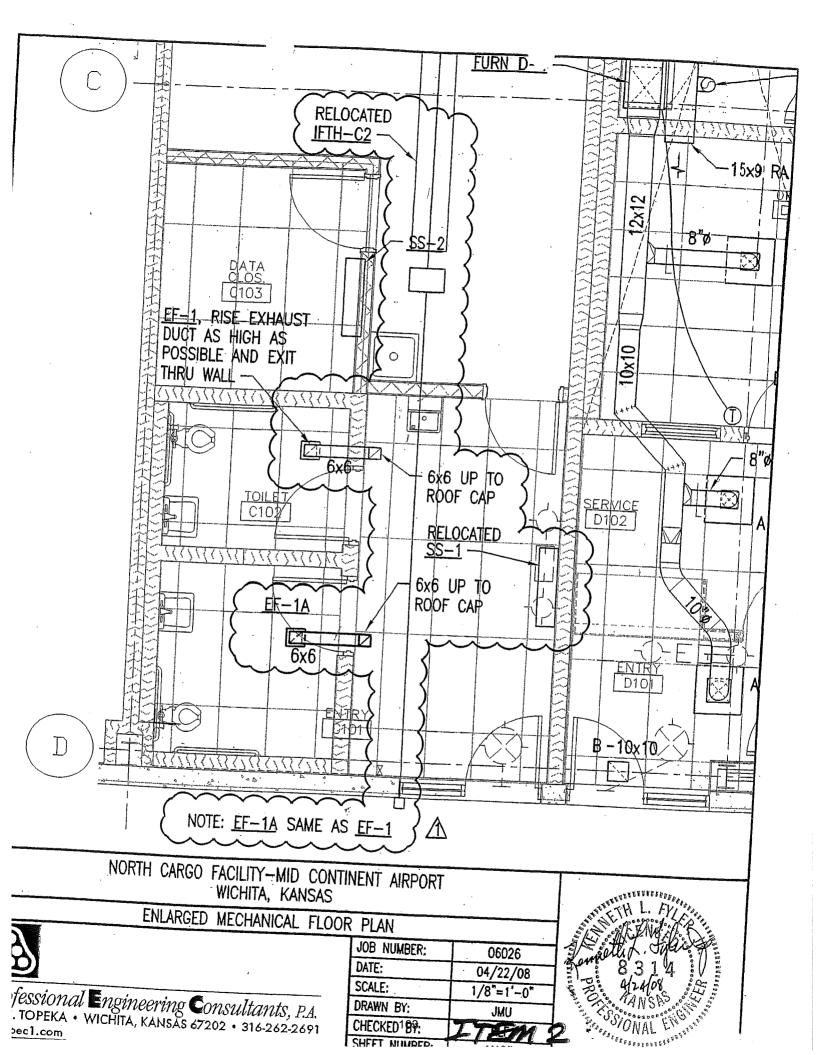
SCALE: NONE

DRAWN BY: JMU

CHECKED BY?

SHFFT NUMBED.





25 EQUIPMENT CONNECTION SCHEDULE MECHANICAL EQUIPMENT CONNECTIONS LOAD PANEL DEVICE UNIT DEVICE AT UNIT UNIT CIRCUIT BKR.SW.FUSE & NEWABKR.SW.FUSE & NEWA NUMBER AUPSAUPSAUPS & STÆT AUPSAUPSAUPS & STÆT DESIG. VOLTAGE | H.P. FLA KVA RE FEEDER DESCRIPTION OR SEE THE FEEDER SCHEDULE OR 120/11.05KVA 0.4 0.048 100-4 208-3 2 R1 20 120/1 .05kVA 1 2 12 AWG THWN; 12 AWG GRD; 1/2" C. FUSTAT T20/1 .05kW 0.4 0.048 100-5 208-3 2 El 20 120/1 .05KVA 1 2 12 AMG THWN: 112 AMG GRU: 1/2 C FUSTA 0.4 0.048 NO-5 208-3 2 Rt 20 FUSTAT 120/1 .05KVA 1 2 \$12 AWG THWN; \$12 AWG GRD; 1/2" C. 0.4 0.048 NO-6 208-3 2 R1 20 FUSTAT 120/1 0.4 0.048 10-6 208-3 2 81 20 1 2 \$12 AWG THWN; \$12 AWG GRO; 1/2" C. .OSKVA FUSTAT 1 2 12 AWG THWN; 12 AWG GRD; 1/2 C. 120/1 .05KVA 0.4 0.048 TUO-7 208-3 2 B1 20 120/1 .05KVA **FUSTAT** 1 2 \$12 AWG THWN; \$12 AWG GRD; 1/2" C. 0.4 0.048 TUD-7 208-3 2 R1 20 1 2 112 AWG THWN; 112 AWG GRD; 1/2" C. 120/1 .05KVA **FUSTAT** 0.4 0.048 100-8 206-3 2 21 20 **FUSTAT** 1 2 #12 AWG THWN; #12 AWG GRD; 1/2° C.

NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT

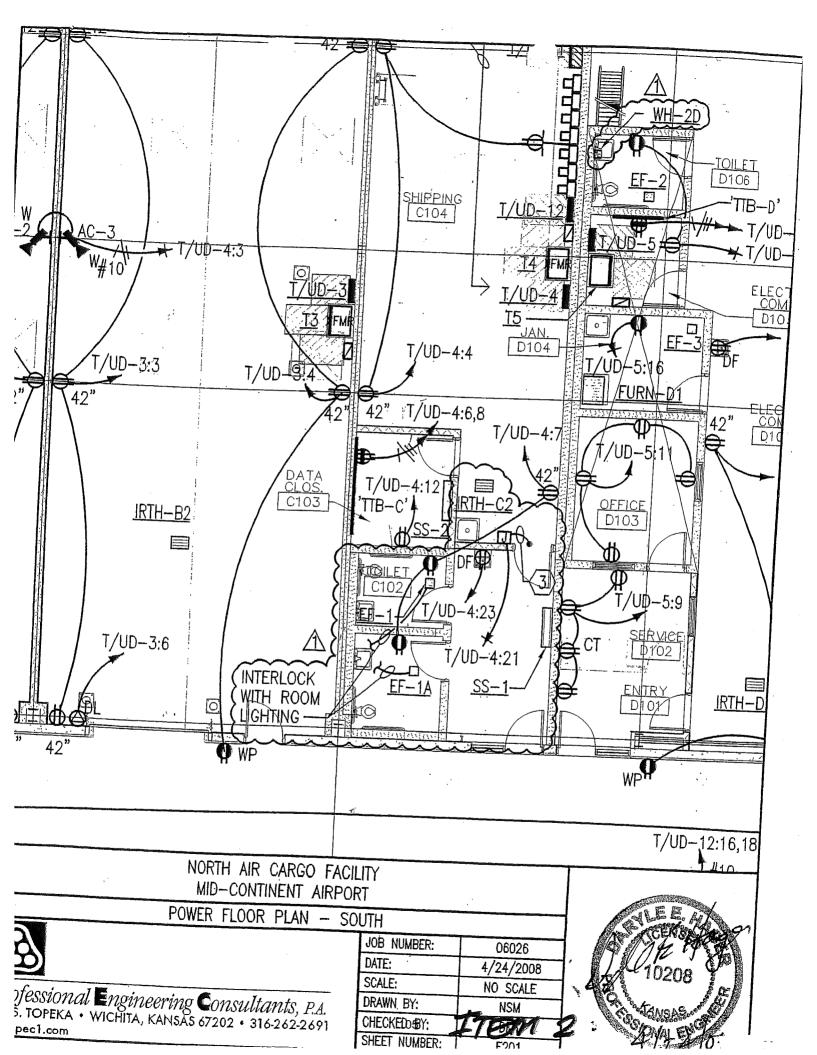
SCHEDULES

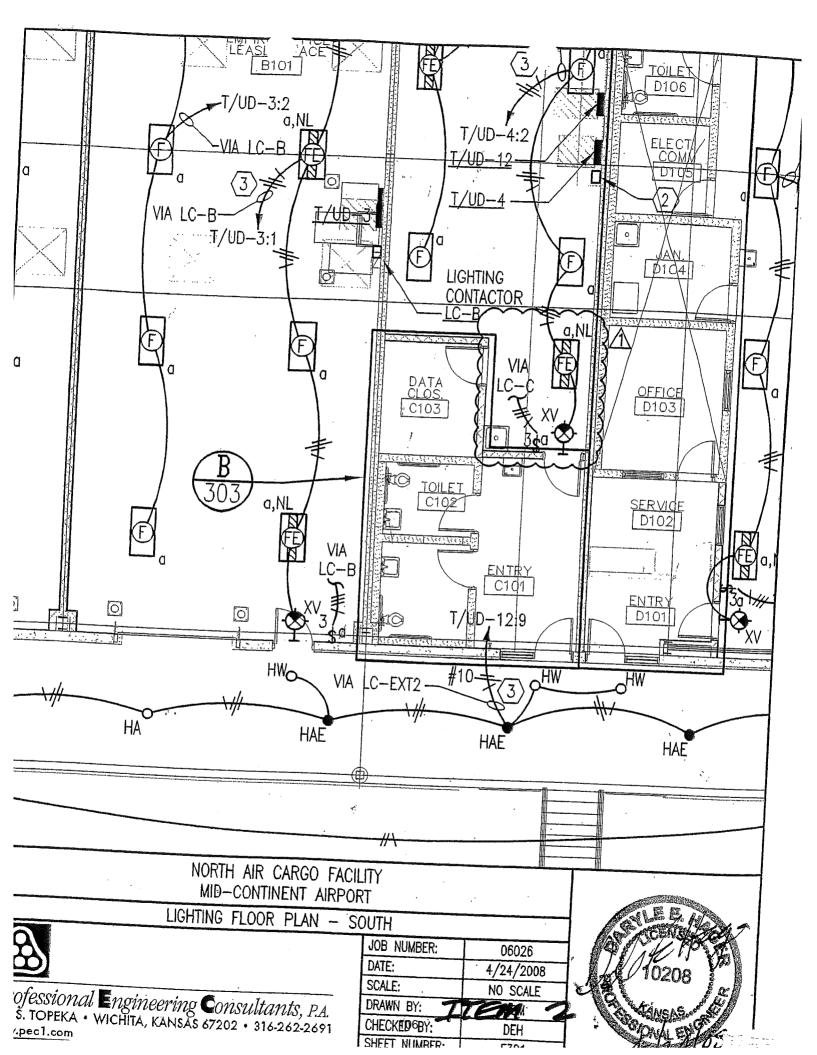
ofessional.

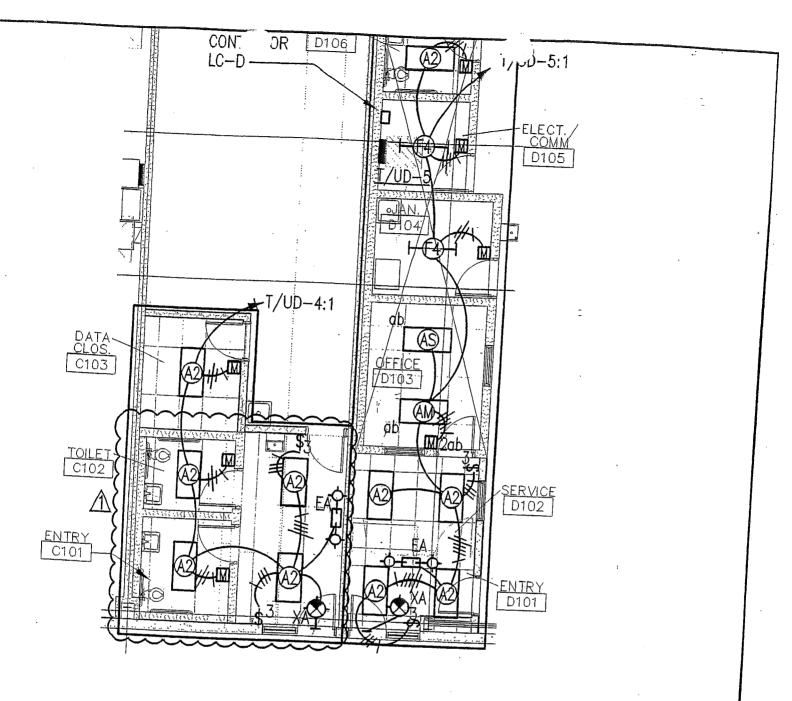
Ofessional Engineering Consultants, P.A. S. TOPEKA • WICHITA, KANSAS 67202 • 316-262-2691

	JOB NUMBER:	06026	
	DATE:	4/24/2008	
	SCALE:	NO SCALE	
	DRAWN BY:	NSM	
	CHECKEDD&Y:	TITEDMA	
ı	SHEET NUMBER:		











OFFICE LIGHTING PLAN - AREA C & D

1/8" = 1'-0"



NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT

LIGHTING FLOOR PLAN - OFFICES

fessional Engineering Consultants, P.A.
TOPEKA • WICHITA, KANSAS 67202 • 316-262-2691

OFFICES		7
JOB NUMBER:	06026	1
DATE:	4/24/2008	1
SCALE:	NO SCALE	١,
DRAWN BY:	LTHAN	2
CHECKEDIOBY:	DEH	
SHEET NUMBER:	EZUZ	





2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal

	rioposar			
Job Name: North Air Cargo Facility – Proposal to Provide 270 LF o				
TO: Gossen Livingston Architecture	Galvanized Dock Edge Angle – Response to RFP No. 3			
Attn: Rick Holbrook				
420 South Emporia Wichita, Kansas 67202	Location: Wichita Mid-Continent	Airport		
Wienita, Kansas 07202	Phone: (316) 265-9367	Date: May 5, 2008		
FAX: (316) 265-5646	CoW Project Number: 455365	Snodgrass Project No.: 28-012		
We hereby submit and estimate for labor, ma	terial, and equipment to perform	the work as follows:		
, , , , , , , , , , , , , , , , , , ,				
Fabricate and install 270 LF of galvanized steel loading dock protective edge angle along south half of the building 20-inch				
dock, and covered dock using galvanized L 3" x	3" x 3/16" continuous with 1/3" dia	v 0'. 6" HD ST @ 2" O C		
, , , , , , , , , , , , , , , , , , ,	5 X 5/10 Continuous with /2 that 2	x 0 - 0 11D, 31, @ 6 0,C,		
Fahricata / Provide 0702 02 Calaudia	10, 101 , 1 , 2			
- Fabricate / Provide 270' – 0" Galvanize	ed Steel Edge Angle w/ Embeds	\$3,100.00		
- Install Edge Angle (includes any cutting	g, welding, grinding, and cold patch	galvanizing) <u>\$790.00</u>		
- Overhead & Profit (10%)	Subiotal	\$3,890.00		
- Bond at 1%				
	Total	\$4,321.79		
	2 9 3 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Ψτ,5221.79		
CI to				
Clarifications:				
 Sales tax not included. Proposal price is based on the scope me 		•		
2. Proposal price is based on the scope me may be subject to a cost change.	ntioned above, and attached sub / sup	oplier quotes. Changes to this scope		
3. Any other items not specifically called o	out or mantioned will be evaluated			
3. They other nons not specifically called (out of mentioned will be excluded.			
XXX				
We propose hereby to furnish material, labor	and equipment – complete in accor	rdance with the above specifications,		
for the sum total of: \$4,321.79 See above itemization.				
Payment to be made as follows: Upon completion of work.				
5/5/08				
Chris Oard Project Manager / Estimator Date				
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.				
Date of	Authorized	•		
		<u> </u>		

Central Steel, Inc.

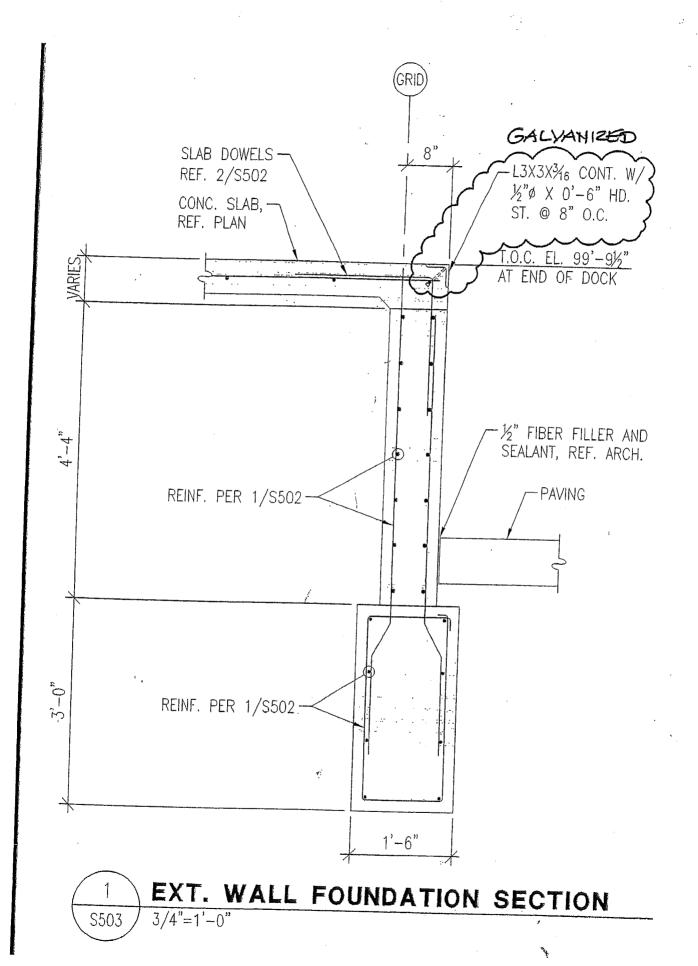
P.O. Box 1773 - 240 West 10th Wichita, Kansas 67201 - Phone (316) 265-8639 Fax (316) 265-3701

To: 5/5/08	No. Of Sheets to follow:
Attn.: CHBIS	
□ Request for quotation	
□ Quotation	•
D Please call the sender upon receipt	†
□ Other	•
Message	
<u> 270.0</u> 3	+3+31 FINGLE GALO
	B 3100=
	r.
incerely entral Steel, Inc	
Lan	



Work Changes Proposal Request

O · · · · · · · · · · · · · · · · · · ·		
PROJECT (Name and address): North Air Cargo Facility	PROPOSAL REQUEST NUMBER: 003	OWNER: [
1935 Air Cargo Road	DATE OF ISSUANCE: April 30, 2008	ARCHITECT:
Wichita, KS 67209	.1*************************************	CONSULTANT:
OWNER (<i>Name and address</i>): Wichita Airport Authority	CONTRACT FOR: General Construction	CONTRACTOR:
2173 Air Cargo Road	CONTRACT DATE: February 05, 2008	FIELD:
Wichita, KS 67209		- OTHER: □
FROM ARCHITECT (Name and address): Gossen Livingston Associates, Inc. 420 S. Emporia	ARCHITECT'S PROJECT NUMBER: 1049.201	
Wichita, KS 67202		
TO CONTRACTOR (Name and	·	
address): Snodgrass & Sons Construction Co., Inc.	ì	
2700 George Washington Blvd. Wichita, KS 67210		
Please submit an itemized proposal for c to the Contract Documents described her notify the Architect, in writing, of the da	hanges in the Contract Sum and Contract Time for pr ein. Within Ten (10) days, the Contractor must sub- te on which proposal submission is anticipated.	oposed modifications nit this proposal or
	TRUCTION CHANGE DIRECTIVE OF A DIRECTION OF	PROCEED WITH THE
DESCRIPTION (Insert a written description	on of the $Work$):	
Provide approximately 270 linear feet of will be the south half of the building 20-i	galvanized steel angle dock edge per the attached Dra nch dock and covered dock.	wing. The location
ATTACHMENTS (List attached documents	that support description):	
Revised Detail 1/S503	• /	
REQUESTED BY THE ARCHITECT:		•
MARTITANIA	*	
(Signature)	Rick Holbrook, AIA, CSI, Vice	President
	(Printed name and title)	





2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal

	Job Name: North Air Cargo Facil	ity – Proposal for Deduct of Truck	
Cossen Livingston Architecture Attn: Rick Holbrook Restraints, Add GFI Outlets – Response to RFP No. 4			
420 South Emporia	Total Williams Control		
Wichita, Kansas 67202	Location: Wichita Mid-Continent Airport		
	Phone: (316) 265-9367	Date: May 5, 2008	
FAX: (316) 265-5646	CoW Project Number: 455365	Snodgrass Project No.: 28-012	
We hereby submit and estimate for labor, ma			
Deduct 11 (ea) Loading Dock Truck Restraint D Deduct installation only for 11 (ea) steel embed Plate ¼" x 1'- 8" x 1'- 11 ½" W/ (16) ½" dia. x 0 fabricated so they will be turned over to the WA the deducted restraints. The GFI outlets will util outlet assembly will consist of a FS box, GFI recthe driver's side of the dock, surface mounted to (exact outlet location will be coordinated through	plates, intended for installation behir O'- 6" HD. ST. @ dock centerline. T A if this proposal is exercised. Add ize the 20-amp circuit that was inten- peptacle, and in use cover. The gener the concrete belt-wall, conduit throu	and the truck restraints per detail 3/S503— The embed plates have already been 11 (ea) GFI outlets in lieu of powering ded for powering the restraints. The real location of the GFI outlets will be on	
Deduct 11 (ea) Loading Dock Truck Re Deduct Labor for 11 (ea) Embed Plate I GFI Outlet Installation (if per above sco Deduct Labor for Dock Restraint Install Deduct Overhead & Profit (10%) Deduct Bond at 1%	nstallation (Snodgrass Construction) pe)	\$242.00 \$00.00 \$1,793.00 \$28,989.00 \$2,898.90 \$318.88 \$32,206.78	
or possible future installation of dock restrictions: 1. Sales tax not included. 2. Proposal price is based on the scope mer subject to a cost change. 3. Any other items not specifically called o	ntioned above, and attached sub quot	es. Changes to this scope may be	
We propose hereby to furnish material, labor a	and equipment – complete in accor	dance with the above specifications,	
for the sum total of: \$32,206.78 See above it	temization. etion of work.		
Opon compi	CHOIL OF WOLK.		
Chris Oard Project Manager / Estimator Acceptance of Proposal - The above prices, specificate the work as specified. Payment will be made as outled	5/5/08 Date ions and conditions are satisfactory and a line above.		
Date of	Authorized		

Chris Oard

From: Gil Adams [gila@berrymaterial.com]

Sent: Friday, May 02, 2008 3:41 PM

To: Chris Oard

Subject: North Air Cargo Facility

Chris,

Per our conversation, you may deduct the \$26954.00 for the truck restraints, since your customer has decided not to proceed with them. If you have any additional questions, please contact me.



(Signature)

work Changes Proposal	Request	
PROJECT (Name and address): North Air Cargo Facility	PROPOSAL REQUEST NUMBER: 004	OWNER: 🔲
1935 Air Cargo Road	DATE OF ISSUANCE: April 30, 2008	ARCHITECT:
Wichita, KS 67209		CONSULTANT:
OWNER (Name and address): Wichita Airport Authority	CONTRACT FOR: General Construction	CONTRACTOR:
2173 Air Cargo Road	CONTRACT DATE: February 05, 2008	FIELD:
Wichita, KS 67209	, 11,2000	- OTHER:
FROM ARCHITECT (Name and address):	ARCHITECT'S PROJECT NUMBER:	
Gossen Livingston Associates, Inc.	1049.201	
420 S. Emporia Wichita, KS 67202		
TO CONTRACTOR (Name and	•	
address); Snodgrass & Sons	i .	
Construction Co., Inc.		
2700 George Washington Blvd. Wichita, KS 67210		
to the Contract Documents described her notify the Architect, in writing, of the da	hanges in the Contract Sum and Contract Time for pro- ein. Within Ten (10) days, the Contractor must subm te on which proposal submission is anticipated.	pposed modifications ait this proposal or
WORK DESCRIBED IN THE PROPOSED M	TRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PODIFICATIONS.	ROCEED WITH THE
DESCRIPTION (Insert a written description	on of the Work):	
Delete all vehicle restraints, 11 total, and converted to a 20-amp GFI single recents	associated costs for installation. Electrical power to e	ach shall be
ATTACHMENTS / Time 1 1 2	cle mounted through the wall to the exterior face of th	e concrete bulkhead.
ATTACHMENTS (List attached documents	that support description);	
N/A		
DECUIECTED BY THE		•
REQUESTED BY THE ARCHITECT:	·	
Vull / Jell/1	Rick Holbrook, AIA, CSI, Vice	Dragidant
(Signature)	(D) : I	T TESTUCIT

AlA Document G709™ – 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved: WARNING: This AtA® Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AtA® Document, or any portion of it, by AtA software at 12:04:53 on 04/30/2008 under Order No.1000348753_1 which express on 3/20/2009, and is not for usale. (2435361582)

(Printed name and title)



2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal Job Name: North Air Cargo Facility - Proposal to Provide Larger Sized TO: Gossen Livingston Architecture Elec / Comm - Response to RFP (5/14/08 GLA email) Attn: Rick Hólbrook 420 South Emporia Location: Wichita Mid-Continent Airport Wichita, Kansas 67202 Phone: (316) 265-9367 Date: May 16, 2008 CoW Project Number: 455365 Snodgrass Project No.: 28-012 FAX: (316) 265-5646 We hereby submit and estimate for labor, material, and equipment to perform the work as follows: The following encompasses additional fabrication / installation costs for the larger sized Elec / Comm Hand Hole Structures as requested by the WAA (See attached 5/14/08 email RFP, and drawing). Additional fabrication costs......\$1,150.00 Additional excavation, compaction, and bedding.....\$50.00 Subtotal.....\$1,200.00 Total.....\$1,333.20 Clarifications: Sales tax not included. The same cast iron lids called out in the prints will be used on these larger structures. 3. Proposal price is based on the scope mentioned above, and attached sub / supplier quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded. We propose hereby to furnish material, labor and equipment - complete in accordance with the above specifications, for the sum total of: \$1,333.20 See above itemization. Payment to be made as follows: Upon completion of work. Chris Oard Project Manager / Estimator Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. Date of Authorized

Chris Oard

From: Bryan [bgrosch@atlaselectricllc.com]

Sent: Friday, May 16, 2008 8:22 AM

To: Chris Oard.

Hi Chris here is quote for 2 larger manholes will use same castings on lids \$1,150.00

Bryan Grosch Atlas Electric LLC 1607 N. Wabash Wichita Kansas 67214 Phone 316-858-1560 Cell 316-253-4466 Fax 316-858-1564

Chris Oard

From:

Rick Holbrook [rholbrook@gossenlivingston.com]

Sent:

Wednesday, May 14, 2008 9:26 AM

To:

Chris Oard

Cc:

Nick Moore; Daryle Hager; Dearmont, Don

Subject:

Hand Hole Boxes - Air Cargo

Attachments: SKMBT_C45008051408180.pdf

Chris,

Attached is the revised detail showing the increased hand hole box size for the 2 boxes at the Air Cargo Facility, as requested by Don Dearmont. It is my understanding that the original lids can be used, but the box needs to be increased to a 48-inch square interior footprint; I believe the interior height stays the same.

Please review this, and advise if there are any changes to the time and/or cost of the project for this modification.

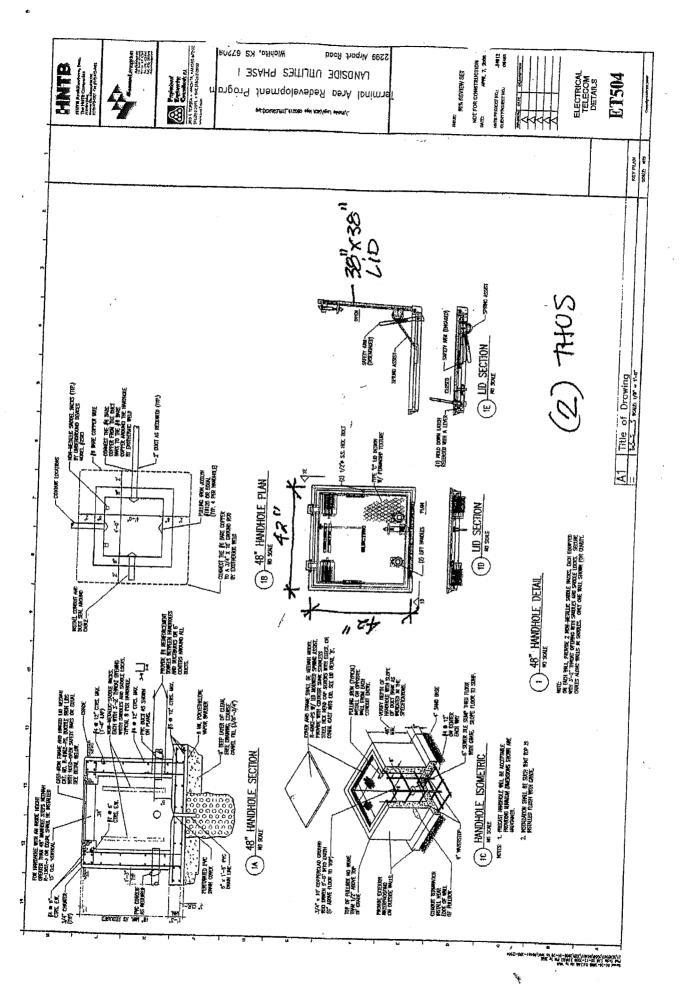
Thanks,

Rick Holbrook, AIA, CSI Vice President

File:

Gossen Livingston Associates, Inc. 420 S. Emporia, Wichita, Kansas 67202 phone (316) 265-9367 fax (316) 265-5646 e-mail rholbrook@gossenlivingston.com www.gossenlivingston.com

The information transmitted by this e-mail is intended for the exclusive use of the addressee and may contain confidential and/or privileged material. Any interception, review, retransmission, dissemination or other use of, or taking of action upon this information by persons or entities other than the intended recipient is prohibited by law. If you receive this e-mail in error, please contact us immediately at 316-265-9367, and delete the communication of the recipient to ensure that it is virus free and no responsibility is accepted by the sender.





2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal

TO: Gossen Livingston Architecture Attn: Rick Holbrook

Attn: Rick Holbrook 420 South Emporia Wichita, Kansas 67202

FAX: (316) 265-5646

Job Name: North Air Cargo Facility - Proposal to reconfigure Tenant

Space F to accommodate additional Toilet Room F106 -

Response to RFP No. 5, Part 1

Location: Wichita Mid-Continent Airport

CoW Project Number: 455365 Snodgrass Project No.: 28-012

We hereby submit and estimate for labor, material, and equipment to perform the work as follows:

Reconfigure Tenant Space F to accommodate additional Toilet Room F106 per Gossen Livingston RFP No. 005, part 1 for the sum of \$12,406.94, and 2 additional working days.

_	Additional masonry slab facting (Spedgress Construction)	# 4 0 # 0 00
	Additional masonry slab footing (Snodgrass Construction).	\$1,070.00
-	Additional concrete deck (Snodgrass Construction)	\$825.00
-	Additional masonry (Herrman Masonry)	\$1,680.00
-	Additional electrical (Atlas Electric)	\$550.00
-	Additional mechanical (Wichita Mechanical)	\$4 572 36
_	Net change to Ceramic Flooring / Base from SC / Vinyl Base (Total Installation)	\$702.00
_	Deduct ½" tempered glass, and installation (Glass Pro)	Ψ122.00 -Φ122.00
_	Net change to delete door, frame, and hardware at F106 office; add door, frame, and	<\0122.00>
	hardware at E106 manuals made and hardware at F100 office; and door, frame, and	
	hardware at F106 women's restroom; delete 1 ea W1 window frame (DH Pace)	<\$101.00>
-	Deduct for installation of HM W1 window frame (Snodgrass Construction)	<\$32.00>
-	Net change from 1(ea) D3 Sign to 1(ea) D1 Sign, and 1(ea) D2 Sign	\$50.00
-	Additional sign installation (Snodgrass Construction)	\$10.00
-	Additional toilet accessories (Claco Supply)	\$400.00
_	Additional toilet accessory installation (Snodgrass Construction)	οο οορφ
	Additional fire protection (Midwest Fire Protection)	Φ.607.00
	Additional steel maggazing handwill (Tables Govern Co. 1 I . 111 . G. 1	\$625.00
-	Additional steel mezzanine handrail (Fab by Central Steel, Install by Snodgrass)	\$408.00
-	Net change to delete portion of P2 wall, and add acoustical ceiling (Drywall Systems).	<\$64.00>
-	Additional roof penetration (Buckley Roofing)	\$304.00
	Subtotal	
-	Overhead & Profit (10%)	\$1 116 74
-	Additional Bond at 1%	• 100.74 • 100.74
	Total	\$12,406,94

ITEM NO. 6

Clarific	cations:
1.	Sales tax not included.
2.	If this proposal is accepted after 6/26/08, Midwest Fire Protection will require an additional \$1,885.00.
	(see attached Midwest proposal)
3.	No additional mobilization, layout, retrofit, or prime contractor supervision / administrative costs if work is
	executed concurrent with original contract work in the same area.
4.	Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be
	subject to a cost change.
5.	Any other items not specifically called out or mentioned will be excluded.
	the property cannot out of intentioned will be excluded.
We prop	pose hereby to furnish material, labor and equipment – complete in accordance with the above specifications,
for the s	sum total of: See price and itemization above.
Paymen	t to be made as follows: Upon completion of work.
	epon completion of work.
	Can T
	6/6/08
	Chris Oard Project Manager / Estimator Date
Acceptane execute th	ce of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to e work as specified. Payment will be made as outlined above.
Date of	Authorized

ITEM NO. 6

TOM HERRMAN MASONRY, INC. 1833 S SOUTHWEST BLVD.

WICHITA, KS 67213 PHONE: (316) 440-3322 FAX: (316) 776-0941

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO:		
Snodgrass & Sons Construction Co	687-3110	DATE 06/02/2008
2700 George Washington Blvd North A	ir Cargo Facility Improvements	PROJECT#:
Michia Ve czosa	2N:	
ARCHITECT:	zhita, Mid-Continent Airport	
DATE OF PLANS: ATTN:	Chris Oard	Fax to:
	Onto Caro	687-5853
We hereby aubmit specifications and eximates for:		
THIS IS A MATERIAL AND LABOR BID:		
THE IS A MATERIAL AND LABOR BID:		
Bid includes all material and labor necessary for the masonry portion	of the project	
Bid includes all equipment necessary for the masonry portion of the p	rolect	
Bid includes complete job site cleanup for the masonry portion of the	project	
posterior tile	project	
Additional Tables December 1		
Additional Toilet Room walls		1,680.00
		**
		1///
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THE THOUSE		
<u> </u>		
Bid does NOT include taxes	TOTAL BID	1,680.00
/e Propose hereby to furnish labor (and materials if noted about)		
(und materials if noted above) in accordance will	h the noted specifications above	(if any) for the sum of
One thousand six hundred eighty	dollars \$	1,680.00 USD
All material it purchased as to	¥	1,000.00 USD
All materiel is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration	Authorized —	11
or deviation from apple specifications involving extra costs will be assessed	Signature	4
Visit upon willight orders, and will become an extra phonos over and observe the	Note: This server at	
osimilate. All agreements contingent upon strikes, applicants or delays beyond	Note: This proposal may not accepted wit	he withdrawn by us if
our control. Owner to carry fire, tornado, and other necessary insurence. Our workers are fully covered but to	not doopted till	un <u>so</u> uays,
Our workers are fully covered by Workmen's Compensation Insurance.		
Acceptance of Proposal: The above prices, specifications and		
conditions are satisfactory and are hereby accented. You are		
to do the work as specified. Payment will be made as outlined above.		
- Alling good of	Signature	
Date of Acceptance	Signature	
Date of Acceptance:	Signature	



Snodgrass

Att.: Cris

Rei

Water heaters, reconfigure

Chris

Atlas Electric, LLC is pleased to offer the following:

Part 1 reconfigure \$550,00
Part 2 Hetwater heaters \$3,000.00

Respectfully Submitted

Bryan Grosch Atlas Electric, LLC

1607 N. Wabash • Wichita, KS 67214 • (316) 858-1560 • Fax (316) 858-1564

WICHITA MECHANICAL, INC.

PLUMBING-HEATING-AIR CONDITIONING 1040 E. MACARTHUR RD, STE 5, WICHITA, KS 67216 PHONE : 316-529-4898 FAX: 316-529-4899

June 2, 2008

To: Chris Oard

Company: Snodgrass

Fax:

North Air Cargo Facility and Site Improvements

Wichita Mid Continent Airport Wichita,KS REQUEST FOR PROPOSAL # 5

We hereby propose to furnish the materials and perform the labor necessary for completion of:

Additional toilet and sink in room F106
Addition of one exhaust fan and supply air to room F106
One addition roof opening for exhaust fan.

TOTAL AMOUNT: \$4572.36

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of Four Thousand Five Hundred Seventy-Two Dollars and 36 Cents (\$4,572.36)

This bid is good for 30 days.

Rick Callison



Kimball'Office. A place that works for you.



Proposal Number: 3272 Date: May 30, 2008

Project: North Air Cargo Facility

Wichita, KS

Work Change Proposal #005

Delete Base in Room #F109=\$81.00-Delete Add Ceramic Floor Tile in Room #F109=\$873.00-Add

Note: Proposal is valid for 30 days; all proposals must be returned with an authorized signature.

The above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner . All terms are net 30, all past due invoices are subject to service charge of 1 1/2% per month (18% annual). The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. for the sum of - See Above No/100***Dollars

Sales Tax is NOT included

\$ See Above Dollars

Signature:_

Signature: Tony McKeown

Authorized Acceptance Signature

PAGE 01/01

3919 N. Hillcrest, Ste. 2 Wichita, KS 67220

GLASS PRO

A DIVISION OF DRYWALL SYSTEMS 3919 SO, WEST ST. WICHITA, KE 67217

DARRELL CROSSMAN
GENERAL MGR.
PHONE: 316 761 4780
FAX: 316 942 4995
EMAIL: Glassprogdtywalkyriansky.com

PROPOSAL

T0: Snodgrass Const.

DATE: 6/4/08

ATTN: Chris

Project: North Air Cargo Facility

To delete ½" tempered glass for 1 ea. w-1 frame deduct \$92.00 for the glass and \$30.00 for installation for a total of \$122.00. Thanks, Darrell

NOTES:

IF ACCEPTED PLEASE SIGN AND RETURN____

		8162213495	DH PA			PAGE 02/03
		ATLANTA OFFICE	· 221 Armour Drive, Atlan 616 W. 244 Street, Ten	•	Phone: 404-327-5106 Phone: 480-968-3687	Fex: 404-327-5107 Fex: 480-557-7228
DC	OR SERVICES	DENVER OFFICE KANSAS CITY OFFICE	4940 Peris Street, Dent	ver, CO 80239 Kansas City, MO 84116	Phone: 303-783-3667 Phone: 818-480-2600	Fax: 303-783-3617 Fax: 816-480-2658
		SPRINGFIELD OFFICE		• • • • • • • • • • • • • • • • • • • •	Phone: 417-831-5585	Fax: 417-831-5565
www.	dhpace.com	WICHITA OFFICE	3506 West Harry, Wich	• -	Phone: 316-944-3667	Fax: 316-944-6465
SOLD TO:	Snodgrass & Sons Attn: Chris Card 2700 George West Wichita, KS 67210		PROJECT:	Wichita Mid Contin RE: PR #005 Quote #2	ent Airport - North Ai Date: 05/	-
	(T) 316-687-3110	(F) 316-667-56	153	Contact: Nick Sobb	sa	
i am niosped	to guate the follow	ving per plans dated	end encelfications (iatori	A. Control of the con	
Addends #(s		d in this quote.	and specifications o	***************************************		
(marananan filippessession	***************************************	······································				
We are pleas	ed to quote the follow	wing materials only, F.O.B.	jobsite, tax excluded.			
Per Proposal	Request #005, furnis	sh the following:				
Delete openin	g, including frame, d	loor, and hardware, leading	g from Hall F105 to Offic	e F106.	[
Furnish openi and frame sha	ng, including frame, all be similar to that a	door, and hardware, leading will opening F110. Swing will	ng from Shipping F111 to	o Women's F106. H	ardware, door	
Delete (1) W1	borrowed lite frame	between Shipping F111 er	nd Hall F105.			
•••		,				
		•	Total for the changes ab	ove, tax excluded , .		<\$101.00>
			j	•		ř
			,			
						ì
					}	
Clarifications	& Exclusions:		/			
	& Exclusions:		/			
Materials only		l on this quote.	/			
Materials only.	no installation. ries are not included	•	/			
Materials only. Tollet accesso Standard man	no installation. ries are not included ufacturers lead times	•	terials can be ordered.			
Materials only. Tollet accesso Standard man Written accept The proposal d as made by Se	no installation. rise are not included utacturers lead times ance of this quote m escribed herein, inclu-	s apply.	nade conditionally upon B sign and return the origin	al copy hereof to Sell	it status and must be a ler within 30 days afte	accepted by Buyer or the date hereof.
Materials only. Tollet accesso Standard man Written accept The proposal d as made by Se Unless express Buyer acknowle Buyer's accept	no installation. rise are not included utacturers lead times ance of this quote m escribed herein, inclu- iller. To accept this P ly disclosed and state edges and agrees the ance of this Proposi-	s apply. nust be received before mandal price (s) quoted, is mandal price (s) quoted (s) s	nade conditionally upon B sign and return the origin and use tax is not included and conditions on the re and binding contract be	al copy hereof to Sell d in this proposal. eversa side hereof are tween the parties an	er within 30 days after a a part of this Propo d all prior proposals,	er the date hereof.
Materials only. Tollet accesso Standard man Written accept The proposal d as made by Se Unless express Buyer acknowle Buyer's accept	no installation, rise are not included ufacturers lead times ance of this quote m escribed herein, included lifer. To accept this P ly disclosed and state edges and agrees the ance of this Proposi- pacting the subject m	s apply. The process of the amount of any ease at the amount of any ease at the amount of any eases at the amount of the terms at shall constitute a valid to	nade conditionally upon B sign and return the origin and use tax is not include: and conditions on the re and binding contract be DEPOSIT ON SPECIAL	al copy hereof to Sell d in this proposal. eversa side hereof are tween the parties an	er within 30 days after a a part of this Propo d all prior proposals,	er the date hereof.
Materiais only. Toilet accesso Standard man Written accept The proposal d as made by Se Unless express Buyer acknowle Buyer's accept agreements res PROPOSAL —	no installation, rise are not included ufacturers lead times ance of this quote m escribed herein, included lifer. To accept this P ly disclosed and state edges and agrees the ance of this Proposi- pacting the subject m	s apply. The process of the second design and price (s) quoted, is more proposal, Buyer must date, and the amount of any eases at each and all of the terms at shall constitute a valid another hereof are cancelled.	nade conditionally upon B sign and return the origin and use tax is not included and conditions on the reand binding contract beind DEPOSIT ON SPECIAL ACCEPTAN	al copy hereof to Sell d in this proposal. everse side hereof ar tween the parties an ORDER ITEMS IS NO	er within 30 days after a part of this Propod all prior proposals. N-REFUNDABLE.	er the date hereof.
Materiais only. Toilet accesso Standard man Written accept The proposal d as made by Se Unless express Buyer acknowle Buyer's accept agreements res PROPOSAL —	no installation. rice are not included utacturers lead times ance of this quote m escribed herein, inclu- iller. To accept this P ly disclosed and state edges and agrees the ance of this Propose pacting the subject m SELLER ande thisdey of	s apply. The process of the second design and price (s) quoted, is more proposal, Buyer must date, and the amount of any eases at each and all of the terms at shall constitute a valid another hereof are cancelled.	nade conditionally upon B sign and return the origin and use tax is not included and conditions on the reand binding contract bet DEPOSIT ON SPECIAL IN ACCEPTANT	al copy hereof to Sell d in this proposal. everse side hereof an tween the parties an ORDER ITEMS IS NO CE - BUYER	er within 30 days after a part of this Propod all prior proposals. N-REFUNDABLE.	er the date hereof.





BUILDING MATERIALS

May 27, 2008

70:

Snodgrass & Sons Construction

Wichite, Kansos

PO Box 946

1518 East Lewis

Wichita, KS 67201 FAX: (318) 264-9354

(316) 264-9512

R£:

Air Cargo Facility North - Wichita, Kansas

TOLL FREE:

1-800-274-9364

WEB: www.clacosupply.com We propose to furnish the following materials for the subject project at the prices stated below, F.O.B Trucks, Factory with freight

allowed to: Wichita

NOTE: This quote is based ONLY on the material specifications and quantities listed below, which is our interpretation and estimate of the job requirements; any variations will be subject to necessary price adjustments. Any following items not shown as SPECIFIED or APPROVED are bid in lieu of those called for in the specifications and are SUBJECT TO THE ARCHITECT'S APPROVAL

Work Change Proposal #5

Bradley (approved) Toilet Accessories

- 1 Grab Bar 8127-36
- 1 -Grab Bar 8127-42
- 1 Mirror 780 2436
- 1 PT Dispenser 280-15
- TP Holder KCCJRT E-Z
- SD 6070 5150-06

Standard construction and finish

Furnished only, not installed, for the sum of

QUOTE NOTES: Above pricing is based on quantities and Items shown only. ANY variance will require RE-QUOTE.

TERMS: Tax is not included, Tax to be added unless exemption certificate is provided. NO RETAINAGE ALLOWED. NET 30 DAYS This quotation is made for immediate acceptance only otherwise subject to change without notice. Prices hansed herein are based on freight rates in effect on this date. Any increases in freight rates, before or after acceptance during the pariod in which shipments are made, is to be added to the stated prices. The amount of any taxes, Federal, State or otherwise, not in effect or harpatter anacted to be paid by the Seller, shall be added to the stated prices. All orders are accepted subject to our ability to secure materials, shortage of labor or raw malerials, strikes, fires, floods, accidents, riots, delays in transportation, action of Government, Civil or Military authorities, including priorities, and all other causes beyond our control. Signed ecceptance below by the purchaser constitutes bona fide order or control, and carpellation thereof cannot be made without the written consent of the Saller. No back-charges will be allowed unless first agreed to in writing by the Seller. Interest to be charged on past due accounts. Seller not responsible for any shortage or damage by carrier to materials, in transit, when not installed by Seller.

ACCE	PTED		\wedge
FIRM			Class Supply, 200 ()
₽Y	Al A	DATE	BY THE MAN
			\sim



PO. Box 12844 Wichita, KS 67277-2844 (316) 729-0079 FAX (316) 729-5507

Automatic Sprinkler Consultants & Contractors - Certified Backflow Installation & Testing

May.30, 2008

Snodgrass Construction 2700 George Washington Blvd. Wichita, KS 67210

Attn: Chris Ord

Re: Wichita Air Cargo-C/O request #5

Design

375.00

Engineer review and stamp

250.00

625.00

This pricing is based upon the owners acceptance before this job goes to fabrication, approximately thirty days. If accepted after fabrication there shall be an additional charge of \$1,885.00.

If you have any questions please call.

Sincerely,

Gary Gipson

Midwest Fire Protection LLC

FIEM 6

Drywall Systems, Inc.

P.O. Box 9528 Wichita, KS 67277 (316) 942-4994 FAX (316) 942-4995 *Sheetrock *Metal Studs PROPOSAL AND ACCEPTANCE

*Acc. Ceilings

*EIFS

*Insulation

ROPOSAL SUBMITTED TO		PHONE	FAX
nodgrass & Sons Construction (Company	(316) 687-3110	(316) 687-5853
<u> reet</u>		JOB NAME	(520) 001 0055
2700 George Washington Blvd.		North Air Cargo Facilit	v
ITY, STATE AND ZIP CODE		JOB LOCATION	
Wichita, KS		2815 E. 37th ST. North	
RCHITECT	DATE OF PLANS	ATTN	DATE
Gossen/Livingston Architecture	4/25/2008	Chris Oard	5/30/2008
CY To the State of			1 3/30/2006

Ve hereby submit specifications and estimates for all materials and labor for:

) Proposal Request 005 Credit for changes to Area F revised floor plan

Delete 6lf of P2 type wall and add 48 sf of acoustical ceiling at new toilet room

<u>xclus</u> i	ons:

any and all services or materials not specifically listed herein are excluded from scope of work.

A bond was not figured for this project but can be given at an additional cost.

All pricing is tax exempt construction

All job site dumpsters supplied by others. We acknowledge the receipt of addendums #1.

Deduct to BASE BID: \$64.00

'ayment to be made as follows: MONTHLY / NET UPON COMPLE	TION
Il material is guaranteed to be as specified, All work to be completed in a workmanlike manner coording to standard practices. Any alteration or deviation from above specifications involving extra osts will be executed only upon written orders, and will become an extra charge over and above the stimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to arry fire, tornado and other necessary insurance. Our workers are fully cover by Workmen's impensation Insurance **Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You re authorized to do the work as specified. Payment will be made s outlined above.	Authorized Signature Dave Gonzales/ESTIMATOR Note: This proposal may be withdrawn by us if not accepted within 30 days
Date of Acceptance:	Signature:



AIA Document G709™ – 2001

Work Changes Proposa	l Reguest	
PROJECT (Name and address): North Air Cargo Facility	PROPOSAL REQUEST NUMBER: 005	OWNER: 🔲
1935 Air Cargo Road Wichita, KS 67209	DATE OF ISSUANCE: May 16, 2008	ARCHITECT:
OWNER (Name and address): Wichita Airport Awthority	CONTRACT FOR: General Construction	CONSULTANT: ☐ CONTRACTOR: ☐
2173 Air Cargo Road Wichita, KS 67209	CONTRACT DATE: February 5, 2008	FIELD: OTHER:
FROM ARCHITECT (Name and address); Gossen Livingston, Associates, Inc. 420 S. Emporia Wichita, KS 67202	ARCHITECT'S PROJECT NUMBER: 1049.201	- -
TO CONTRACTOR (Name and address):		
Succeptass & Sons Construction Co., Inc. 2700 George Washington Blvd. Wichita, KS 67210		

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Ten (10) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

- 1. Reconfigure Area F to accommodate additional Toilet Room F106.
- 2. Provide electrical connections to instantaneous electric water heaters.

ATTACHMENTS (List attached documents that support description):

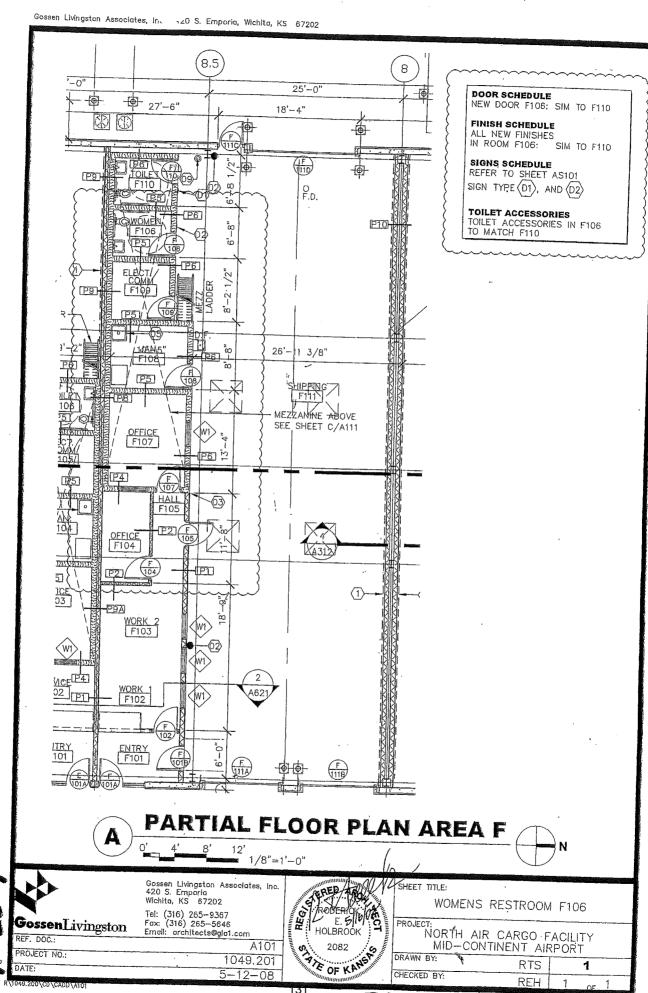
Partial Drawings of Sheets 1 through 6 of 11 for Toilet Room 106, and 2 through 11 of 11 for connections to water heaters.

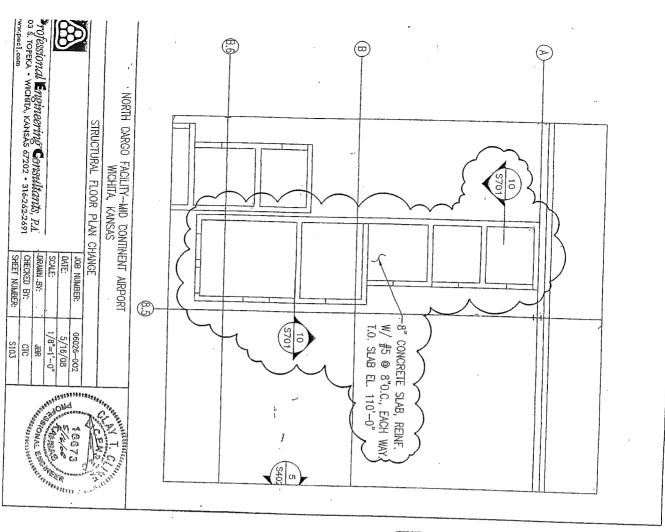
REQUESTED BY THE ARCHITECT:

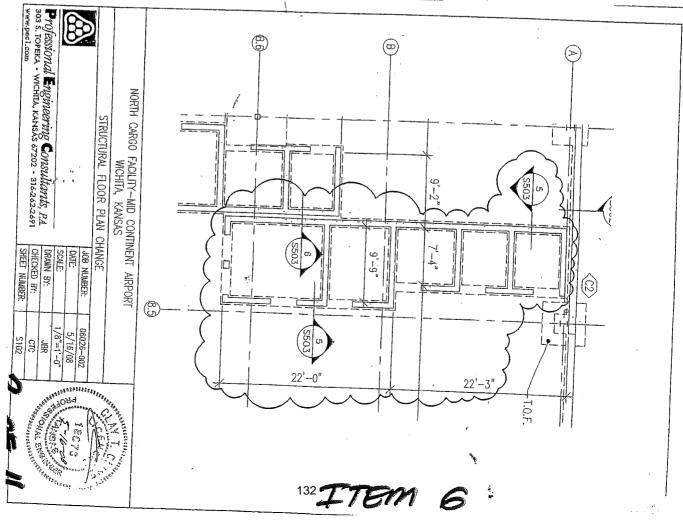
(Signature)

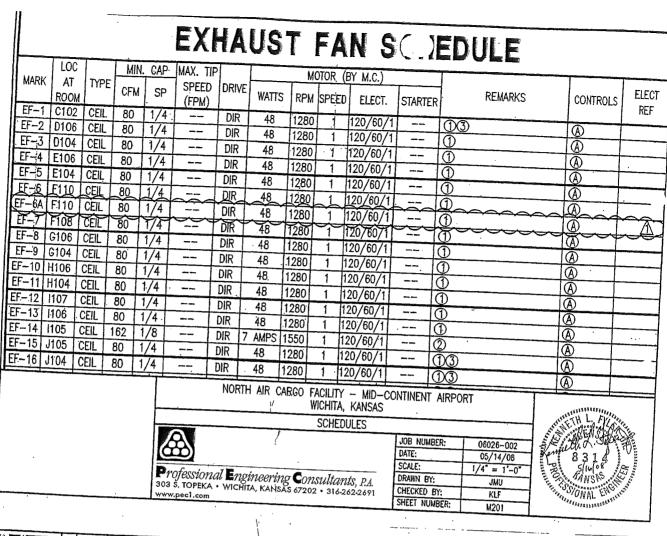
Rick Holbrook, AIA, CSI, Vice President

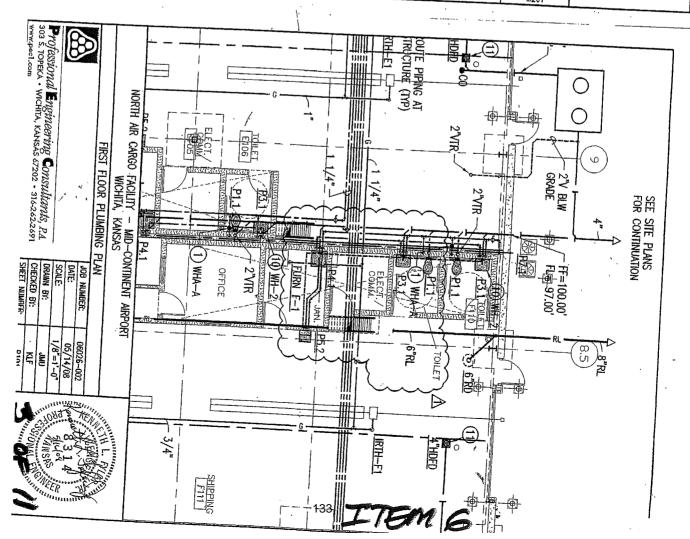
(Printed name and title)

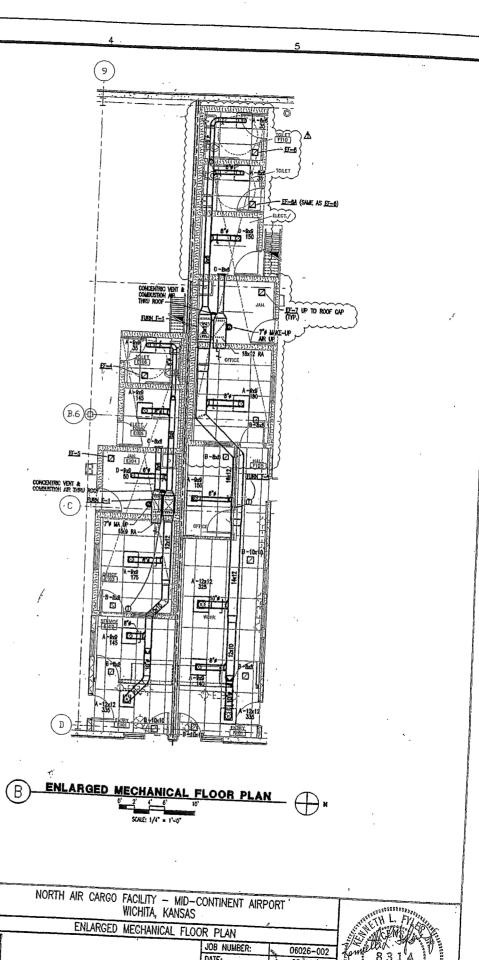












4 af |

Professional Engineering Consulation 1-303 S. TOPEKA · WICHITA, KANSAS 67202 18326 20 JOB NUMBER: 06026-002

DATE: 05/14/08

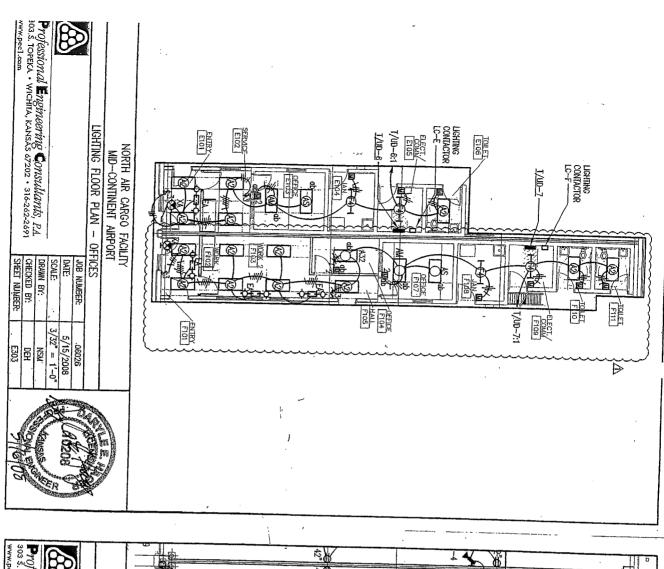
SCALE: 1/8"=1'-0"

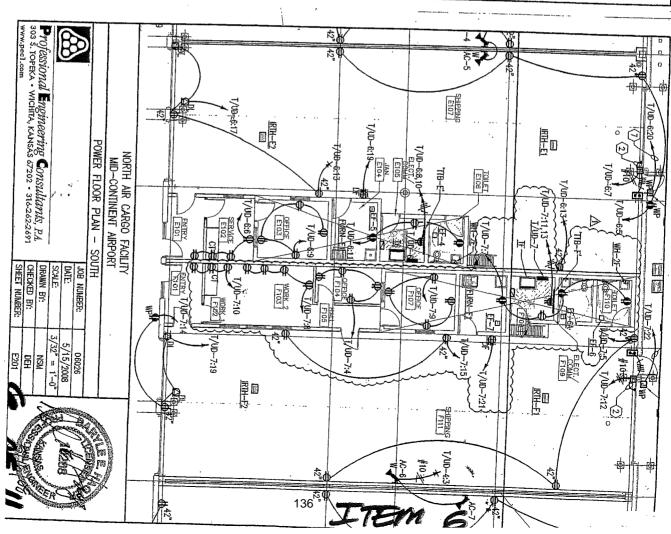
DEMONSY: 4 JMU

LOCATION BY KIF



Professional Engineering Consultants, P.A. 303 S. TOPEKA • WICHITA, KANSAS 67202 • 316-2622691 .025 VOLTAGE H.P. FLA KVA NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT CIRCUIT BARS SW. FIRST BINE LUNG SW. FIRST BINE LUNG INCLUDENT SWIT LUNG SWIT LUNG SWIT SWITS LUNG I STATE SWIT SWITS SWITS LUNG I STATE SWITS S SCHEDULES PANEL DEVICE MECHANICAL EQUIPMENT CONNECTIONS CONNECTION SCHEDULE 35 JOB NUMBER:
DATE:
SCALE:
DRAWN BY: SHEET NUMBER: CHECKED BY: 208/120 VOLTS, 3 PHASE, 4 WIRE 150 AMP MAIN BKR, SURFACE MTD. OHER NO SCALE E102 FEEDER DESCRIPTION
OR SEE THE FEEDER SCHEDULE





WENTER SHIT BE CHARTE OF BEING TOXICO M JUE OLD MOUSE ON THE CHART ON CONTINUE ON THE CHART ON THE PANELBOARD: T/UD-5 208-3 2 B SEMENT SHALL BE CHARGE OF BEING TOCKEN IN THE OBEN BOSILION). 10.1 V.A. INHERIOSAPPION IN 12.1 V.A. INHERIOSAPPION IN 12.2 V.A. INHERIOSAPPION IN 12 PANELBOARD: 1/110-4 208-3 2 11 TBWIT LISHED SCRINGE 11 SPARE 12 SPARE 11 SPARE 15 SPACE 5 SPACE 5 SPACE 208/120 VOLTS, 3 PHASE, 4 WIRE 150 AMP IAMN BKR, SURFACE MID. 10000 AIC LABELED TENNT LIGHTED SKINGE FIRE SPRINKLER BELL HI-BAY LICHTING TRACH COMP. CHEL WIR. 208/120 VOLTS, 3 PHASE, 4 WIRE 150 JULP WAIN BKR, SUREACE MID. 10000 AIC LABELED | Max | LoAO | Max | Max | LoAO | Max | M | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 15 (a) HERMER SHATT BE CANAIT OLD EDVO TOXOD IN JUE OBEN GOLLINA (b) WONLED AY THE CORY. (1) BOHER W. CHURCHOR:
(2) BOHER W. CHURCHOR:
(3) BOHER W. CHURCHOR:
(4) BOHER W. CHURCHOR:
(5) BOHER W. CHURCHOR:
(6) BOHER W. CHURCHOR:
(7) BOHER W. CHURCHOR:
(7) BOHER W. CHURCHOR:
(8) BOHER W. CHURCHOR:
(9) BOHER W. CHURCHOR:
(1) BOHER W. CHURCHOR:
(2) BOHER W. CHURCHOR:
(3) BOHER W. CHURCHOR:
(4) BOHER W. CHURCHOR:
(5) BOHER W. CHURCHOR:
(6) BOHER W. CHURCHOR:
(7) BOHER W. CHURCHOR: PANELBOARD: T/UD-7 208-3 2 B PANELBOARD: T/UD-6 208-3 2 B Professional Engineering Consultants, P.A. 303 S. TOPEKA - WICHITA, KANSAS 67202 - 316-2622691 208/120 VOLTS, 3 PHASE, 4 WIRE 150 AMP WAN BKR, SURFACE ATD. 10000 AIC LABELED 208/120 VOLTS, 3 PHASE, 4 WIRE 150 AMP MAIN BKR, SURFACE MID. 10000 AIC LAGELED NORTH AIR CARGO FACILITY MID-CONTINENT AIRPORT SCHEDULES CHECKED BY: SHEET NUMBER: DATE: SCALE: DRAWN BY: JOB NUMBER 5/15/2008 NO SCALE NSM DEH E-102 06026

ITEM 6

137

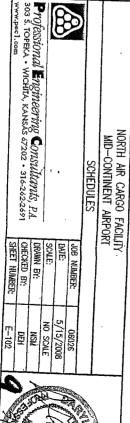
1 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 (A) BERNATE SHAFT BE OFFREE OF BEING TOOKEN IN THE OPEN POSITION. (1) ROUTED WA CONTACTOR
(2) SECURE SHALL BE ORNSEE OF BEING LOCKED IN THE OPEN POSITION) PANELBOARD: T/UD-9 208-3 2 B 206/120 VOLUS, 3 PRISE 4 WIRE W/GRO, FILES 361261366 11 600 1071 10257 1. Rai / JW, CHCS 1
13 800. 1027 18CC. SERVICE/DATRY 1
15 800 1027 18CC. SHEPING E. WALL 1
17 528 001 (NTH-GT.02,03,64
19 2288 001 (NTH-GT.02,03,64
19 1288 001 (NTH-GT.02,03,64
17 1 ANELBOARD: 1/UD-8 208-3:2 RECESCOPRION (RECESCOPRION)

MI H-BAV LISHING

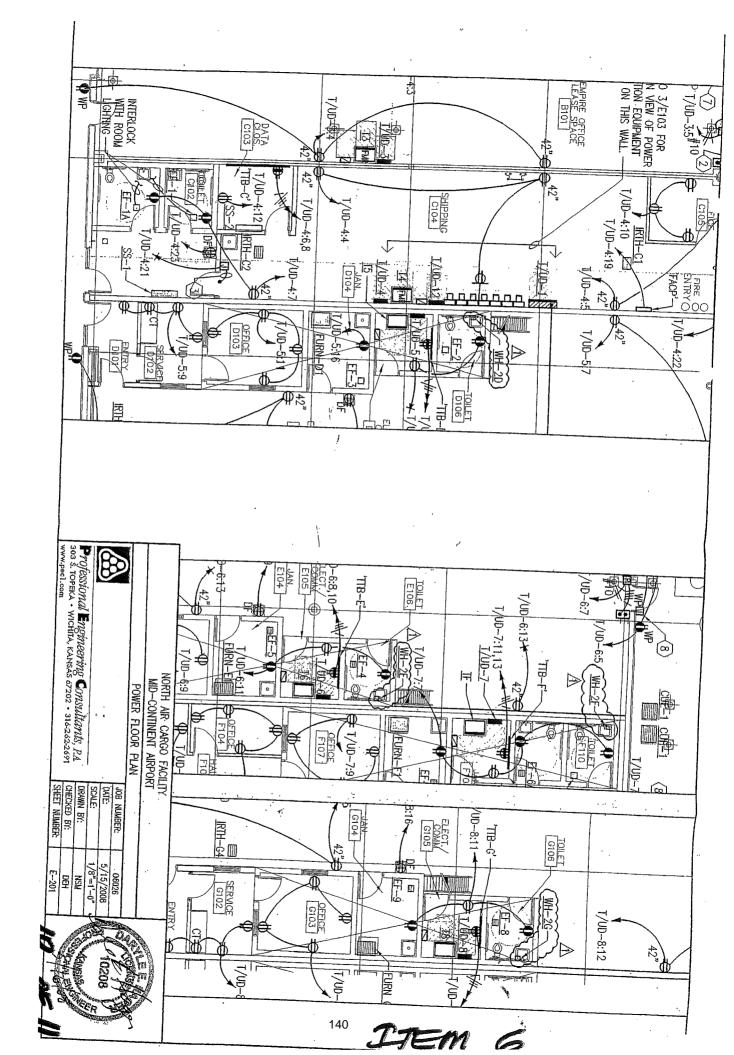
M P. SEE MARK WALLS AND A SEE WALLS AND A | PLESCAPION | CAN DISC | PLES 0 | EL LOAN | LOAN 208/120 VOLTS, 3 PHASE, 4 WIFE
150 AMP HAN BIRE, SUREACE HTD.
10000 NC LABELED
LOAD
PLOCASIPTION MEE V. A. HIT
11H-BAY LIGHTING GM 520 2 \triangleright () BREWER SHATT BE CASHETE OF BEING LOCKED IN THE GABA GOSTEON)

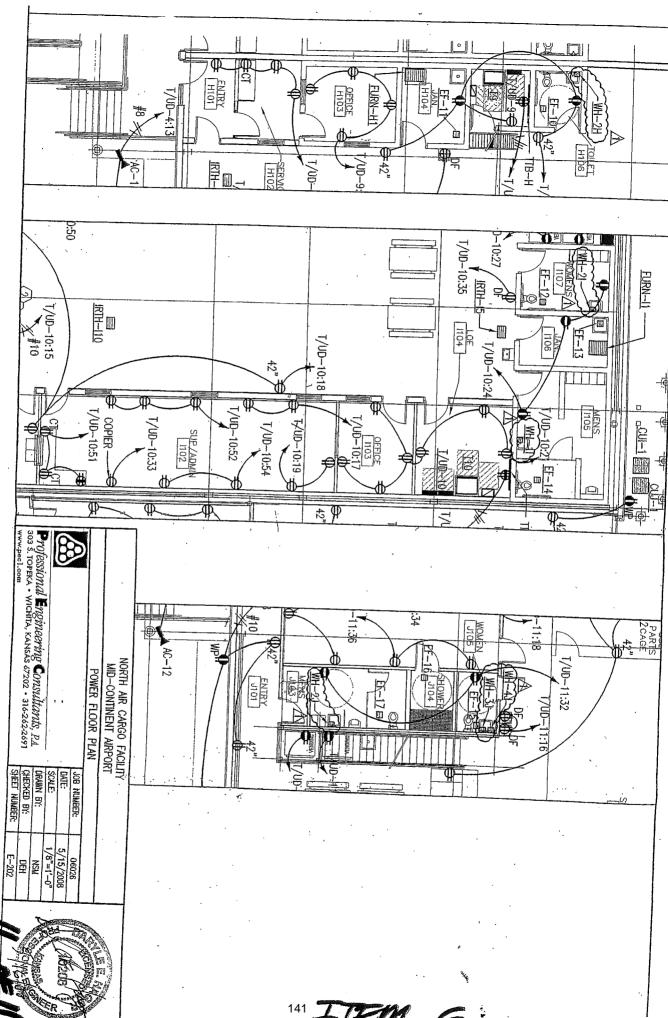
(3) BREWER SHATT BE CASHETE OF BEING LOCKED IN THE GABA GOSTEON) 100 EMILON MAIN FILES WAS NO MAIN FILES WAS NOT WA /B-10 208-3 Professional Engineering Consultants, P.A. 303 S. TOPEKA • WICHITA, KANSAS 57202 • 316-262:2691 b 1 1108A VENCEE RESTRANT IN 1108K VENCEE RESTRANT IN 1108K VENCEE RESTRANT IN 1108K VENCESTATION IN 1108K VENCE 208/120 VOLTS, 3 PHASE, 4 WIRE 225 MIP MAIN BKR, SURFACE MID, 10000 MC LABELED \triangleright NORTH AIR CARGO FACILITY
MID-CONTINENT AIRPORT SCHEDULES (1) ROUTED WA CONTINCTOR BEING LOOKED N. THE OPEN POSITION) (A) ROUTED WAS CONTINCTOR BEING LOOKED N. THE OPEN POSITION) (A) S 600 MAT RECEP RM 4201 S 800 MAT REC. N., W. WALL 1 1050 MM DOCK LIGHTS DRAWN BY: CHECKED BY: SHEET NUMBER: JOB NUMBER: DATE: SCALE: 208-3 Fig. His 5/15/2008 NO SCALE E-102 06026 SE. 모 208/120 VOLTS, 3 PHASE, 4 WIRE 225, MAP MAIN BKR, SURFACE MID. 10000 AIC LABELED

\triangleright			~	~	 ~	(· ~	~	<u>_</u>	~~	_							
		(<u>@@</u>	\sim	96	\sim	96			<u>ě</u>					_			
() ()	O INTE	<u>}</u> (4 6	2	1 2	23	3 4	2E	2D	20	氢)	S -					<u>E</u>
AKER IN PA	RLOCK EXH		208/1 208/1	208/1	208/1	208/1	208/1	208/1	208/1	208/1		1 /007	1/807	VOLTAGE			((1)(2)(5)
® BREAKER IN PANEL SHALL BE CAPABLE OF BEING LOCKED IN THE OPEN POSITION.	INTERLOCK EXHAUST FAN WITH ROOMS LIGHTING CONTROL	EED VEDIC 11 CONTINUES	26.9 5.595 ID-IT 20-3 2 ESS 30 2 2 43.3 9.006 ID-IT 20-3 2 ESS 50 2	39.9 8.299 100-11 20-32 863 40 7	.39.9 8.299 IIII-II 20:-13 B66 40 2	39.9 8.299 10-9 20-32 831 40 2	39.9 8.299 IU-7,20-3 2 B27 40 2	39.9 8.299 TD-6 08-3 2 B29 40 2	39.9 8.299 10-5 28-3 2 BH 40 9	39 9 8 299 1111 200 8 19 9 8		1.2A 12.0 2.496 100+30-32 816 25 2 30 17.5 2	12.0 Z.496	VOLTAGE H.P. FLA KVA CIRCUIT BKR.SW. FIRES I NEW BKR.SW. FIRES I NEW SWEET I START HURS HUPS HUPS HUPS HUPS HUPS HUPS HUPS HUP	LOAD PANEL DEVICE DI	MECHANICAL FOL	EQUIPMENT CON	
POSITION.	PRIOR TO ROUGH-IN-WITH EQUIPMENT PROVIDED.	1 2 \$6 AWG THWN; \$10 AWG GRD; 3/4" C.	1 2 #0 AWG THWN; #10 AWG GRD; 3/4" C. 1 2 #10 AWG THWN; #10 AWG GRD; 1/2" C.	1 2 #12 AWG THWK; #12 AWG GRD; 1/2" C.	1 2 #8 AWC THINN; #10 AWC GRD; 3/4" C.	1 2 #B AWG THWN; #10 AWG GRD; 3/4" C.	1 2 #8 AWG THINK #10 AWG GRD: 3/4" C.	1 2 #8 AWG THWN; #10 AWG GRD; 3/4" C.	1 2 #8 AWG THWN; #10 AWG GRD; 3/4" C.			5/2 NEMA-3R 1/2 #10 AWC THUN: #10 AWC COD. 1/2" C.	WALCH C	OTHER	DEVICE AT UNIT S	MECHANICAL FOLIPMENT CONNECTIONS	EQUIPMENT CONNECTION SCHEDUL	
. •												0	NOTES BELOW	REMARKS OR SEE THE INDICATED				











2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal

TO G	Job Name: North Air Cargo Faci	lity – Proposal to direct bury gas line (not								
TO: Gossen Livingston Architecture Attn: Rick Holbrook	Sleeve), and add 1ea 4-inch conduit – Response to RFP No. 8									
420 South Emporia	Location: Wichita Mid-Continent Airport									
Wichita, Kansas 67202	Phone: (316) 265-9367	Date: June 16, 2008								
FAX: (316) 265-5646	CoW Project Number: 455365 Snodgrass Project No.: 28-012									
We hereby submit and estimate for labor, m	aterial, and equipment to perform	the work as follows:								
Part 1 – Install gas line direct buried (not sleeve										
 RFP No. 008, part 1 has been forward to Don Dearmont (WAA). 	ed to Ed Koehler (KGS). Mr. Koehle	er will forward KGS's proposal directly								
Part 2 – Install additional 4-inch conduit:										
 Additional 4-inch conduit (Atlas Electronic Additional site restoration (Snodgrass of Overhead & Profit (10%)	Construction)	\$100.00 <u>\$925.00</u>								
Clarifications: 1. Sales tax not included. 2. No additional days are required. 3. This conduit will buried, not incased in 4. Proposal price is based on the scope me subject to a cost change. 5. Any other items not specifically called	entioned above, and attached sub quo out or mentioned will be excluded.									
We propose hereby to furnish material, labor and equipment - complete in accordance with the above specifications										
For the sum total of: \$1,027.68 Payment to be made as follows: Upon completion of work.										
Chris Oard Project Manager / Estimator Acceptance of Proposal - The above prices, specifica do the work as specified. Payment will be made as ou	tions and conditions are satisfactory and	are hereby accepted. You are authorized to								
Date of Authorized										

Chris Oard

From: Bryan [bgrosch@atlaselectriclic.com]

Sent: Monday, June 16, 2008 6:50 AM

To: Chris Oard

Subject: RE: North Air Cargo - Work Changes Proposal Request No. 08

HI Criris here is price to add conduits in manholes. \$525.00 These are not condrete encused.

Bryan Gresch Allas Electric LLC 1607 N. Wabash Wichita Kansas 67214 Phone 316-856-1560 Cell 316-258-4466 Fax 316-858-1564

From: Chris Oard [mailto:chris@snodgrassconstruction.com]

Sent: Saturday, June 14, 2008 12:22 PM

Subject: FW: North Air Cargo - Work Changes Proposal Request No. 08

Bryan,

Please submit a proposal in response to the Request for Proposal No. 8, part no. 2 (see attached PDF).

Thanks,

Chris Dard, Project Manager Skedurasz Construction - 2700 Geo. Washington Blud. - Wichita, Kunsas 57210 effice: (316) 587-3110 fax: (616) 587-3958 cell: (916) 761-7194 email condesmediressconsticon

From: Rick Holbrook [mailto:rholbrook@gossenlivingston.com]

Sent: Wednesday, June 11, 2008 4:17 PM

To: Chris Oard

Cc: Dearmont, Don; Oswald, John; Dar.Cronk@pec1.com; Nick Moore; Daryle Hager; Dwight Nelson

Subject: North Air Cargo - Work Changes Proposal Request No. 08

Chris.

Attached is WCPR #08 for site gas line and conduit changes.

Please review and forward a cost/time proposal at your earliest opportunity.

Hardcopy (11x17) is in the mail.

Thanks.

Chris Oard

From:

Chris Oard

Sent:

Monday, June 16, 2008 5:38 PM

To:

'ekoehler@kgas.com'

Co:

'Rick Holbrook'; 'Dearmont, Don'

Subject:

FW: Mid-Continent Airport - North Air Cargo Facility Project - Work Change Proposal Request

No. 08

Attachments: NACFwcpr08.pdf

Ed Kohler (KGS)

Please see the attached PDF for Work Change Proposal No. 8, part 1. The Airport Authority is requesting a cost proposal for installing the 2" gas line differently then previously planned. Please forward your cost proposal directly to Don Dearmont, and Cc Rick Holbrook, and myself.

Thanks,

Chris Oatd, Project Manager Cristo Maut (1954 transport Griodgiass Cootheston - 2760 Geo. Washington Blvd. - Wichita, Karsas 57310 other (316) 687-3110 iam: (316) 761-7194 cmail: coethes rodgiass const.com

From: Rick Holbrook [mailto:rholbrook@gossenlivingston.com]

Sent: Wednesday, June 11, 2008 4:17 PM

To: Chris Oard

Cc: Dearmont, Don; Oswald, John; Dar.Cronk@pec1.com; Nick Moore; Daryle Hager; Dwight Nelson

Subject: North Air Cargo - Work Changes Proposal Request No. 08

Chris.

Attached is WCPR #08 for site gas line and conduit changes.

Please review and forward a cost/time proposal at your earliest opportunity.

Hardcopy (11x17) is in the mail.

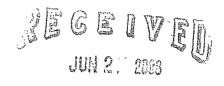
Thanks,

Rick Holbrook, AIA, CSI Vice President

File:

Gossen Livingston Associates, Inc. 420 S. Emporia, Wichita, Kansas 67202 phone (316) 265-9367 fax (316) 265-5646 e-mail rholbrook@gossenlivingston.com





GOSSEN LIVINGSTON ASSOCIATES, INC.

Wichita Airport Authority

June 20, 2008

Rick Holbrook, AIA Gossen Livingston Architecture 420 S. Emporia Wichita, KS 67202

Re:

Wichita Mid-Continent Airport

North Air Cargo Facility

Dear Mr. Holbrook:

We will accept the contractor price of \$1,027.68 for the addition of an empty conduit as described in work Change Proposal Request #8 understanding there is no change in contract time.

Please incorporate this work into an upcoming change order.

WICHITA AIRPORT AUTHORITY

Juse O male

John M. Oswald, P.E.

Airport Engineering and Planning Division Manager

JMO\lfb

cc: Don L. Dearmont, Construction Superintendent

1049.201-4.1/4.4



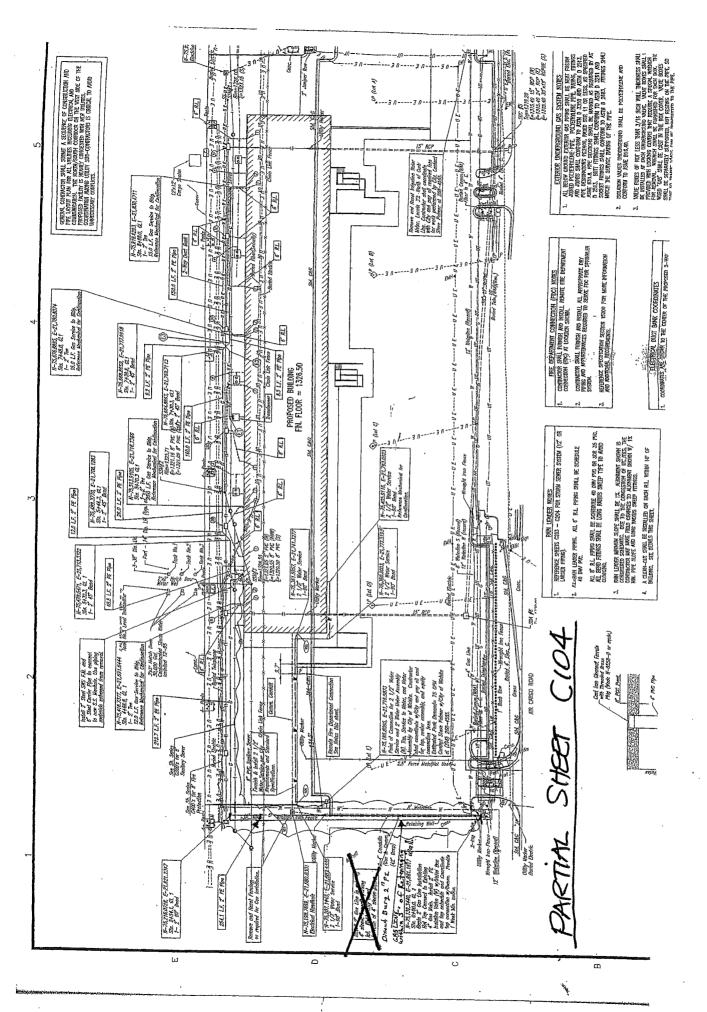
Work Changes Propo	sal Request	
PROJECT (Name and address): North Air Cargo Facility	PROPOSAL REQUEST NUMBER: 008	OWNER:
1935 Air Gaigo Road Wichita, RS 67200	DATE OF ISSUANCE: June 11, 2008	ARCHITECT:
OWNER Wame and address	CONTRACT FOR: General Construction	CONTRACTOR
Wichiia Airport Anthority 2173 Air Cargo Road	CONTRACT DATE: February 05, 2008	CONTRACTOR: ☐ FIELD: ☐
Wichita Ks 67209	PAIL. February 05, 2008	OTHER:
FROM ARCHITECT (Name and address): Gossen Livingston Associates, Inc.	ARCHITECT'S PROJECT NUMBER: 1049.201	
420 S. Emporia Wichita, KS 67202		
TOCONTRACTOR Name and		
address. Snedgrass & Sons Construction Co. Inc.	,	
2700 George Washington Blyd. Wichita KS 67210		
Please submit an interest property	or Changes in the Contract Sum and Contract Time for pro-	
To the Contract Documents described notify the Architect, in writing, of the	or changes in the Contract Sum and Contract Time for pro- herein. Within Ten (10) days, the Contractor must submit a date on which proposal submission is anticipated.	posed modifications it this proposal or
THIS IS NOT A CHANGE ORDER, A CO WORK DESCRIBED IN THE PROPOSE	NICTOLICTION OF THE PARTY OF TH	ROCEED WITH THE
DESCRIPTION (Insert a mritten descri	•	
1. Install gas line direct buried (not in 2. Install additional 4-inchreeneduit.		
ATTACHMENTS Legiottached docume	nts that support description):	
Partial Drawings of Sheets C104 and S		

Rick Holbrook, AIA, CSI, Vice President, Vice President (Printed name and title)

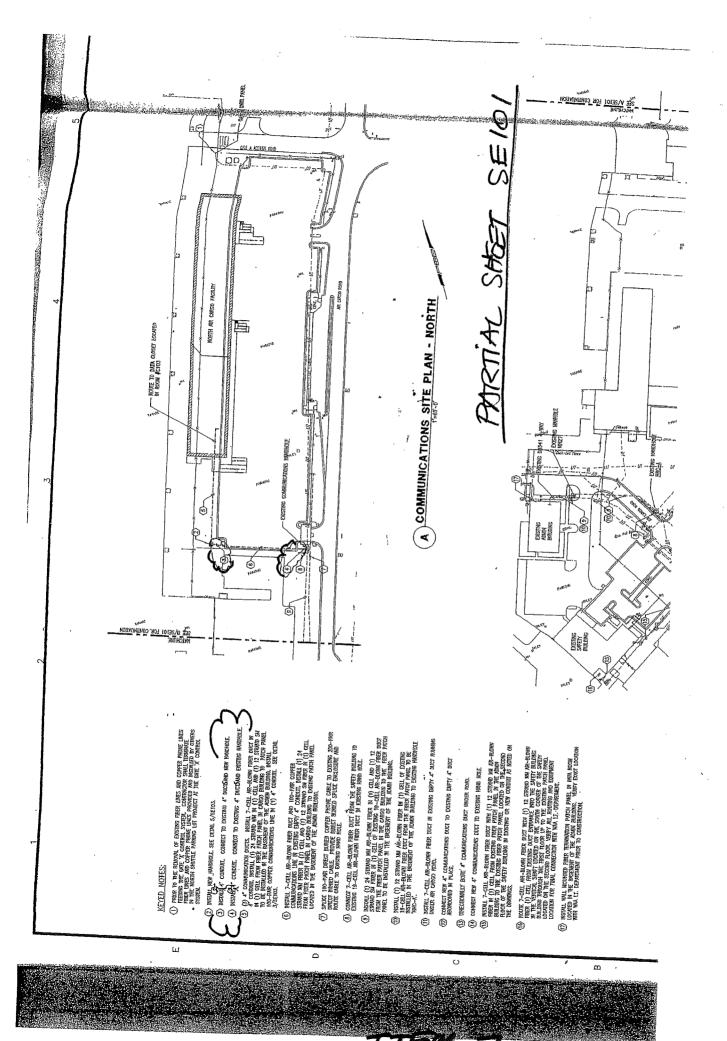
AlA Document G709TM – 2001. Copyright © 1993 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties, Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:50:17 on 06/11/2008 under Order No.1000348750_1 which expires on 3/20/2009, and is not for resale.

(2901705156)

1



ITEM 7





2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

Proposal (revised)

TO: Gossen Livingston Architecture
Attn: Rick Holbrook
420 South Emporia
Wichita, Kansas 67202

FAX: (316) 265-5646

Job Name: North Air Cargo Facility – Proposal to Reconfigure Building
Areas A, B, and C
Location: Wichita Mid-Continent Airport
Phone: (316) 265-9367
Date: July 2, 2008 (revised 7/3/08)

CoW Project Number: 455365
Snodgrass Project No.: 28-012

We hereby submit and estimate for labor, material, and equipment to perform the work as follows:

Reconfigure Building Areas A, B, and C per Gossen Livingston RFP No. 009 for the sum of \$50,573.23 (Itemization listed below, and subcontractor / supplier quotes are attached.)

_	Additional masonry slab footing in area C (Snodgrass Construction)\$2,140.00
_	Additional masonry work in area C (Tom Herrman Masonry)\$8,960.00
-	Additional electrical work due to changes in areas A, B, & C (Atlas Electric)\$13,119.00
-	Net increase for mechanical changes in area C (Wichita Mechanical)
_	Additional VCT, and vinyl base for C105 (Total Installation)\$15.00
_	Deduct for concrete floor sealer in C104 due to enlarged
	space C105 (Snodgrass Construction)
_	Additional ½" tempered glass, and installation for 2 ea W1 windows
_	@ C105 (Glass Pro)\$320.00 Additional installation of 2 ea W1 HM window frame
_	
_	@ C105 (Snodgrass Construction)
_	Net change to add 2 ea W1 HM window frames @ C105, delete
	door / frame / hardware @ C101B opening, and add power supply
	assembly for Data Closet opening C103 (DH Pace-mat. only)
-	Deduct for door and hardware installation @ C101B (Snodgrass Construction)<\$200.00>
	(Deduct for HM frame installation in framed wall @ C101B is in sheetrocker's scope)
-	Net change for interior painting of reconfigured spaces A, B, & C (Atlas Painting)\$850.00
-	Additional fire protection for space reconfiguration (Midwest Fire Protection)\$3,857.00
-	Construction of interior chain link fence for "lock-up" space
	in areas A, and B (American Fence)\$22,981.00
-	Net changes for framed sheetrock wall deletion between spaces A & B and in space C,
	sheetrock wall and acoustical ceiling reconfiguration in space C, includes deduct of HM
	door frame installation in framed sheetrock wall @ C101B (Drywall Systems)<\$5,800.00>
-	Deduct for plywood wainscot deletion in areas A, B, & C (Snodgrass Construction)<\$2,230.54>
-	Allowance for additional testing / inspections of added work
	Subtotal\$45,520.46
-	Overhead & Profit (10%)
-	Additional Bond at 1%\$500.72
	Total\$50,573.23

(Continued)

ITEM NO. 8

Clarifications:	5	WORKING	0345	EQUATES	10	7	CALEX	DAGE
-----------------	---	---------	------	---------	----	---	-------	------

1. Sales tax not included.

2. / 3 additional working days (non-weekend days) are required for the added work.

3. 2 additional working days (non-weekend days) are required to compensate for inefficiencies of not being able to perform all of the under-slab work in areas A, B, C, and the communications duct run for the entire building simultaneously with the other under-slab work on the rest of the building.

4. No provisions for additional fire extinguishers.

5. If all under-slab work in areas D through J is completed (with exception of the interior communications duct run) prior to approval / disapproval of this proposal, add 1 additional working day (non-weekend days) to the contract for each day after completion of all the other under-slab work until the proposal is approved / disapproved. This will compensate for the days that the under-slab work in Areas A, B, & C, and interior communications duct run installation are delayed until approval / disapproval, and we know whether the duct run will be installed in either the proposed or original location. Delays to this work will subsequently impede the floor slab construction, and all other critical items that follow.

6. No provisions for additional roof penetrations.

- 7. If re-routing of the fire protection line around the data room is not required by Architect / Engineer, deduct \$1,280.00, \$12.80 (bond), and \$129.28 (OH&P); total = \$1,422.08.
- 8. No drawings / details were provided for the interior fence installation therefore assumptions were made by the fence subcontractor for there proposed work, and any materials that were not outlined in the security fence specifications. Fence materials, and construction will be per the attached American Fence quote.

No provisions for additional concrete deck.

- 10. Per Tri-Mark Signworks (verbal): No provisions for additional signage quantity. It is understood that minor sign verbiage changes will occur to accommodate space reconfiguration. If substantial verbiage changes occur that change sign size / type, additional funds will be required.
- 11. No cost changes for KGS work on this proposal. Any cost changes for KGS work will be invoiced to the owner directly from KGS. RFP No. 009 was forwarded to KGS on 6/24/08.

12. No provisions for changes to miscellaneous metals.

13. All clarifications & exclusions on the attached sub / supplier quotes will apply to this agreement.

- 14. No additional mobilization, layout, retrofit, or prime contractor supervision / administrative costs if work is executed concurrent with original contract work in the same area.
- 15. Proposal price is based on the scope mentioned above, and attached sub quotes. Changes to this scope may be subject to a cost change. Any other items not specifically called out or mentioned will be excluded.

We propose hereby to furnish material, labor and equipment – complete in accordance with the above specifications for the sum total of: See price and itemization above.
for the sum total of: See price and itemization above.
Payment to be made as follows: Upon completion of work.
7/3/00
Chair Our Dr. W. W. W.
Chris Oard Project Manager / Estimator Date
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to
execute the work or profifed. Power extends and conditions are satisfactory and are nereby accepted. You are authorized to
execute the work as specified. Payment will be made as outlined above.
Date of Authorized

ITEM NO. B

TOM HERRMAN MASONRY, INC. 1833 S SOUTHWEST BLVD.

WICHITA, KS 67213 PHONE: (316) 440-3322 FAX: (316) 776-0941 PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO		
Sandarses & Sons Constitution Co. FHONE,		DATE
	687-3110	07/02/200R
North ,	Air Cargo Facility Improvem	PROJECT#:
Wichita, KS 67210	ion: chita, Mid-Confinent Airport	
DATE OF PLANS: ATTN:		Fax to:
	Chris Oard	687-5853
4 hereby submit specifications and esturates for:		
THIS IS A REATERIAL AND A STATE OF THE STATE	7	_
THIS IS A MATERIAL AND LABOR BID:		
	The second secon	
Bid includes all material and labor necessary for the masonry portion of	of the project	
bid includes an equipment necessary for the masonry norther of the pro-	nin al	
Bid includes complete job site cleanup for the masonry portion of the p	rojed	
Reconfiguration of Areas "A", "B", & "C" - Additional		
Additional		8,960.00

THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
THANK YOU FOR THE OPPORTUNITY TO BID THIS PROJECT		
Bid doss NOT include taxes	TOTAL BID	8,960.00
Bid doss NOT include taxes	*********	
Bid doss NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with	the noted specifications ab	ove (if any) for the sum of:
Bid does NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty	*********	
Bid does NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with Eight (housand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to streetly for the street of the streetly of the	the noted specifications ab	ove (if any) for the sum of:
Bid does NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications marking as the costs.	the noted specifications ab	ove (if any) for the sum of:
Bid doss NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or devilation from above specifications involving extra costs will be executed only upon written orders, and will become an extra costs will be executed	the noted specifications ab dollars Authorized Signature	ove (if any) for the sum of: \$ 8,960.00 USD
Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. and will become an extra charge over and above the estimate. All agreements covilingent upon atrices, accidentees the	the noted specifications ab dollars Authorized Signature Note: This propose	ove (if any) for the sum of: \$ 8,960.00 USD
Bid doss NOT include taxes Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the stimeto. All agreements contingent upon strikes, accidents or delays beyond	the noted specifications ab dollars Authorized Signature Note: This propose	ove (if any) for the sum of: \$ 8,960.00 USD
Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. and will become an extra charge over and above the estimate. All agreements covilingent upon atrices, accidentees the	the noted specifications ab dollars Authorized Signature Note: This propose	ove (if any) for the sum of: \$ 8,960.00 USD
Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimato. All agreements coxilingent upon strikes, accidents or delays beyond our control. Owner to carry firs, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepts, specifications and	dollars Authorized Signature Note: This propose inot accepte	ove (if any) for the sum of: \$ 8,960.00 USD
Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimato. All agraments coxtingent upon strikes, accidents or delays beyond our control. Owner to carry firs, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	the noted specifications ab dollars Authorized Signature Note: This propose inot accepte	s to within 30 days.
Propose hereby to furnish labor (and materials if noted above) in accordance with Eight thousand nine hundred sixty All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimato. All agreements coxilingent upon strikes, accidents or delays beyond our control. Owner to carry firs, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepts, specifications and	dollars Authorized Signature Note: This propose inot accepte	s to within 30 days.



Snodgrass & Sons Construction

June 2, 2008

Atten: Chris

RE: Air Cargo

Atlas Electric is pleased to offer the following price for the above referenced project.

1) Change order to reconfigure areas A,B,C

For the above I quote \$13,119.00

- Communications Dictional depos

- receptates and power to force area

- add mation do toctors

Excluded: Bond
Sales tax

- add itional lay in light & power

103 (2) Lectic

Also relocate

DI Cardneador

Bryen Grosch
Atlas Electric LLC

12/00

- registacle Cincents, and

- allewance for deletion

of disconnect transpormer

1607 N. Wabash • Wichita, KS 67214 • (316) 858-1560 • Fax (316) 858-1564

WICHITA MECHANICAL, INC.

PLUMBING-HEATING-AIR CONDITIONING 1040 E. MACARTHUR RD, STE 5, WICHITA, KS 67218 PHONE: 316-529-4898 FAX: 316-529-4899

July 1, 2008

To: Chris Oard

Company: Snodgrass

Fax:

North Air Cargo Facility and Site Improvements

Wichita Mid Continent Airport Wichita,KS REQUEST FOR PROPOSAL # 9

We hereby propose to furnish the materials and perform the labor necessary for completion of:

Moving of split system SS1 & SS2 and flipping bathrooms for RFP#9

This proposal includes additional charges for flipping bathrooms; changes to gas line; deductions for moving split systems.

TOTAL AMOUNT: \$1200.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of Twelve Hundred Dollars and No Cents (\$1200.00)

This bid is good for 30 days.

Rick Callison

EXTRUT &

RFP No 9

7/2/08

- Add for VCT & Ving base \$815

- Verbal par Ton D Total Unstallation (Tony Mª Kowen is out of town)

GLASS PRO

A DIVISION OF DRYWALL SYSTEMS 3919-80. WEST ST. WICHITA, KS 67217

DARRELL CROSSMAN
GENERAL MGR.
PHONE: 316 761 4700
FAX: 316 942 4995
EMAIL: Glamprocal rysalicy strengths.

PROPOSAL

T0: Snodgrass Const. Co. DATE: 6/27/08

ATTN: Butch

Project: North air Cargo request #009

WE PROPOSE TO FURNISH NEW AND INSTALL

Add 2 ea W-1 Windows on request order 009

2 ea. $36 \times 46 \times \frac{1}{2}$ " clear tempered

Total: 320.00

NOTES:

IF ACCEPTED PLEASE SIGN AND RETURN

PRICE GOOD FOR 60 DAYS

067	/30/2008	07:34	816	2213495	DH PA	CE		PAGE 02/03
				ATLANTA OFFICE ARIZONA OFFICE	221 Armour Drive, Atta 616 W. 24th Street, Ten	•	Phone: 404-327-5106 Phone: 480-968-3667	Fax: 404-327-5107 Fax: 480-557-7228
(w	DOOR SERT	The state of the s		AZ ROCKISSER, K-ED DENVER OFFICE KANSAS CITY OFFICE SPRINGFIELD OFFICE WICHITA OFFICE	4940 Paris Street, Den P.O. Box 12641, North 310 S. Union, Suite E. 3505 Weel Harry, Wich	Kenses City, MO 64116 Springfield, MO 65802	Phone: 303-783-3867 Phone: 816-480-2500 Phone: 417-831-5585 Phone: 318-944-3667	FBX: 303-783-3617 FBX: 815-480-2658 FBX: 417-631-5565 FBX: 316-944-6465
SOLD TO	Attn: CI 2700 G Wichita	ass & Sons f Irls Oard eorge Washi , KS 67210 -687-3110		uction Co., Inc. Blvd. (F) 316-687-8853	PROJECT:	Wichita Mid Confin RE: PR #009 Quote #3 Contact: Nick Sobb	ent Airport - North Air Date: 08/3	- ,
			·		- White		N1	,
<i>برمیبرندندندندنده</i>	***************************************	the follow	ng pe	r plans dated er	nd specifications d	sted,	333333333333	······································
Addenda	#(s) {	re included	l in thi	s quote.		***************************************	:::	
Per PR# 0)09, we are p	essed to qu	iote th	e following materials on	ly, F.O.B. Jobsife, ta	x excluded:		
""Note: P	rioing reflect	s using door	, frame	room C102A including a and hardware for oper in Men's room C102.	door, frame, and ha ning C102 in Wome	rdware. n's room C102A, and	d using door,	
Add (2) W	1 borrowed ii	les between	Leas	Space A101 and Office	e C105.			
Change do	or and frame	s at opening	C105	from right-hand to left-h	and,			
Delete doo	or, frame and	hardware at	t open	ing C101B				
Add power	supply to Da	ata Closet op	gning	C103 for added electric	strike,			
·				Total	for the changes ab	ovę, tex excluded		<\$619. 00 >
	ons & Exclu							
Materials o	nly, no instal	lation.						
Per specific card reader	cation section rs are not inc	n 08711-1, a luded in this	ddition quote	al electric strike and car	rd readers are to be	by others. Electric s	strike and	
Written acc materials. I	Failure to pro	nis quote mu ovide written	st be r accep	eceived no later than 07 tance prior to 07/08/08	7/08/08 in order to n will result in nullifica	nake changes prior to tion of this quote and	o release of i may cause	
is made by	'Seller. To a	cept this Pro	iseodc	price(e) quoted, is made o Buyer must date, sign a mount of any sales and o	and return the origina	d copy hereof to Selle	status and must be an er within 30 days after	cepted by Buyer the date hersof.
Buyer's acc agreements	epiance of the tespecting the	his Proposal	shall	and all of the terms and constitute a valid and t reof are cancelled, DEPO	pinding contract bet	ween the parties and	i all prior proposals.	al and that upon discussions and
PROPOSAL	. – Seller				ACCEPTANC	E - BUYER		
hir Proposel i	is marie this	day of			This Desertation	maakubad diile day	. **	



PROPOSAL

TYPE OR PRINT NAME OF BUYER

TYPE OR PRINT NAME OF SELLER

TITLE

BY: SIGNATURE

20/40P(999PDB) Rev. 92/07

Date:

ATLAS PAINTING, INC. 2626 W. Pawnee, Suite A Wichita, Kansas 67213 316-686-1546

Fax: 316-686-1544

e-mail: atlas2626@sbcglobal.net

Proposed Change Order

July 2, 2008

General Contractor:	2700 Gei Wichita, I	ss & Sons Construction Co., Inc. orge Washington Boulevard KS 67210 Fax to: 687-5853
Project Name:	North Air Mid-Conti Wichita, I	Cargo Facility nent Airport Kansas
Regarding:	Work Cha	nges Proposal Request 009
Contract Increase:	TOTAL:	\$850.00
Approved by:		
Atlas Painting Inc.		Snodgrass & Sons Construction Co., Inc.

Date:



P.O., Box 12844 Wichita, KS 67277-2844 (316) 729-0079 FAX (316) 729-5507

Automatic Sprinkler Consultants & Contractors - Certified Backflow Installation & Testing

June 30, 2008

North Air Cargo 1935 Air Cargo Rd. Wichita, Ks.

Attn: Chris Oard

Re: Work Change Proposal Request 009

We are pleased to offer you our price for the above referenced project. Our price is the sum of \$2577.00 (two thousand five hundred seventy seven dollars). If the architect requires our piping to be rerouted around the data room please add an additional \$1280.00 (one thousand two hundred eighty dollars) to the total.

Our scope of work includes the following items:

1. The cost of all material. All material used will be UL Listed and FM Approved for use in automatic fire sprinkler systems.

We have not included the following on our proposal:

- 1. The cost of any electrical work.
- 2. The cost of painting any sprinkler pipe.
- 3. The cost of a performance/payment bond.

If you have any questions regarding this proposal, please contact me at your earliest convenience at 729-0079. We look forward to working with you in the very near future.

Sincerely,

Gary Gipson

Midwest Fire Protection LLC

12.80

EXTIBIL



2909 S. West Street, Wichita, KS 67037 (T) 316-945-5001 (F) 316-945-2440

From the desk of: Bob Stuhlsatz

Date:

6/26/08

TO:

Snodgrass Construction

PROJECT:

Mid-Continent Airport project

Dear: Chris.

Please accept this letter as written confirmation of our bid for the above referenced project. Sales tax la not included.

BASE BID:

\$ 22,981,00

* Install 240' of 12' tall chain link with 6- 6' opening x 10' tall elide gates. A 2 header panel of chain link will be across each gate opening. Gates will have keyed locks.

* All posts will be plated to the concrete floor with 8"x8"x 3/8" plates. Plates will be welded to posts. Posts will be anchored to the ceiling approximately 18' high, by either a plate wolded to post and anchored to trusses. If trusses are not by posts then uni-strut will be mounted between trusses and posts anchored to it. '2" anchors will be epoxy in concrete to secure posts and plates to concrete

* The attached page is the specifications for the materials that will be used. A shop drawing of the chain link fence and keyed locks for gates is attached.

Any additional footage or installation methods then listed above

will be at an additional charge.

Please call with any questions.

EXCLUSIONS:

Grounding of fence line.

Signage.

Electrical or conduit works.

Core drilling or digging holes into asphalt, rock, or concrete will be an additional charge,

Hand digging will be an additional charge.

Clearing, grubbing or grading of the fence lines.

Concrete or asphalt works other than setting posts.

Block outs for fence posts in new concrete or asphalt.

Staking or surveying.

Locks and keys;

Permits.

All fence lines need adequate room and access for a concrete

Any and all tree or brush removal.

Any and all tear-out of existing sets.

Rock digging will be a negotiated price.

-1-

Mow strip is excluded.

ADD FOR BOND:

5% of total contract sum.

The amounts and terms listed herein are guaranteed for a period of 14 days from the date of this letter.

American Fence will expect payment promptly (within 7 days) from our customer upon its receipt from the owner. American Fence will not indemnify, through contract language, acts of others it does not directly control.

if you have any questions, please do not hesitate to call upon the undersigned. We do appreciate the opportunity to submit a bid on this project.

Sincerely,

Bob Stuhlsatz Project Manager

American Fence Company, Inc.



2909 S. West Street, Wichita, KS 67217 (316) 945-5001

CHAINLINK FENCE SPECIFICATION

FABRIC:

144" 9 GA 2.0 oz GALVANIZED (2" Mosh) CHAINLINK FABRIC

TOP, MIDDLE & BOTTOM RAIL:

1 5/8" O.D. SS-40 PIPE, 1.85 lbs per foot. TOP RAIL IN 21' IN

LENGTH, JOINED WITH 1 5/8" SLEEVE,

LINE POST:

2 3/8" O.D. SS-40 PIPE, 3.12 lbs per foot. LINE POSTS SET 10' ON CENTER MAXIMUM SPACING, FOOTING: PLATED WITH 8"X8"X3/8"

PLATES AND 1/2" ANCHORS EPOXIED IN PLACE.

TERMINAL POST:

2 7/8" O.D. SS-40 PIPE, 4.64 lbs per foot. FOOTING: PLATED WITH

8"X8"X3/8" PLATES AND 1/4" ANCHORS EPOXIED IN PLACE

GATES:

FRAMEWORK OF 1 7/8" SS-40 PIPE, 2.28 lbs per foot. GATES BRACED

AND TRUSSED AS NECESSARY. SAME FABRIC AS FENCE.

GATE POST:

2 7/8" O.D. SS-40 PIPE, 4.64 lbs per foot, FOOTING; PLATED WITH

8"X8"X3/8" PLATES AND ¼" ANCHORS EPOXIED IN PLACE.

FITTINGS:

BRACE BAND & CARRIAGE BOLT, PRESSED STEEL COMBO RAIL-

END. PRESSED STEEL EYE TOP, PRESSED STEEL CAP, 3/16" x 5/8"

TENSION BAR, TENSION BAND & CARRIAGE BOLT.

TIE WIRE:

8 ¼" 9 GA. TIE WIRE SPACED 15" ON CENTER FOR LINE POSTS & 6 ½"

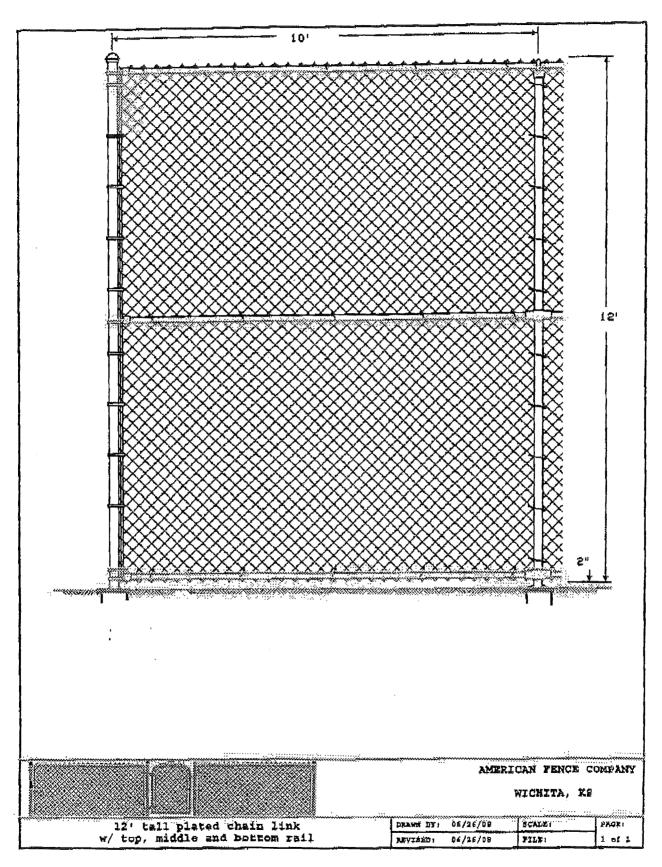
9 GA. TIE WIRE SPACED 24" ON CENTER FOR RAILS.

POST FOOTING:

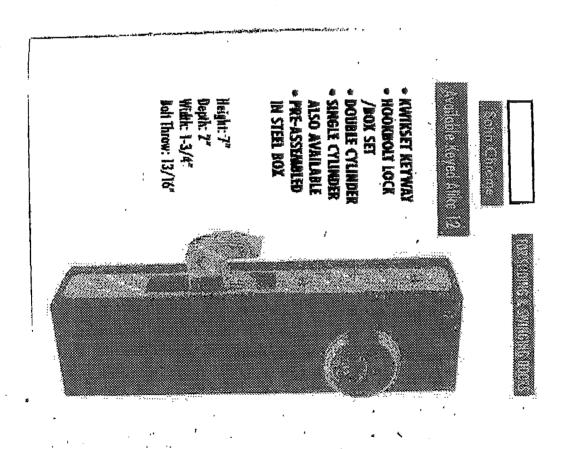
PLATED WITH 8"X8"X3/8" PLATES AND 1/3" ANCHORS EPOXIED IN

PLACE.









Drywall Systems, Inc.

P.O. Box 9528 Wichita, KS 67277

(316) 942-4994 FAX (316) 942-4995

*Sheetrock *Metal Studs

PROPOSAL AND ACCEPTANCE

*Acc. Cellings

*EIFS

(010) 7424995	*Insulation
PROPOSAL SUBMITTED TO	**************************************
Snodgrass & Sons Construction Company	PHONE
Total Control of the	(316) 608 2442
2700 George Washington Blvd.	JOB NAME (510) 087-3853
STILSTATE AND ZIP CODE	North Air Cargo Facility
Wichita, KS	POBLOCATION
ARCHITECT	2815 E. 37th ST. North
Lossen Livingston Architecture	ATTN
We hereby submit specifications and estimates for all materials and lab 1) Proposal Request 600 Condition	Chris Oard 6/27/2008
1) Proposal Request 000 Condition and lab	oor for;

1) Proposal Request 609 Credit to reconfigure walls and ceilings of Tenant Spaces A, B, and C Total includes Change Order No. 2

Exclusions:	í

Any and all services or materials not specifically listed herein are excluded from scope of work.

A bond was not figured for this project but can be given at an additional cost.

All pricing is tax exempt construction

All job site dumpsters supplied by others. We acknowledge the receipt of addendums #1.

Deduct to BASE BID: \$5,800,00

All meterial is gustanteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, nepidents or delays beyond our control. Owner to entry fire, tornado and other necessary insurance. Our workers are fully cover by Workmen's Acceptance of Proposal: The above prices, specificational and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made	Authorized Signature Dave Gonzales/ESTIMATOR Note: This proposal may be withdrawn by us if not accepted within 30 days
Date of Acceptance:	Signature:



2700 George Washington Blvd. Wichita, Kansas 67210 Phone 316-687-3110 / Fax 316-687-5853

	Proposal						
Job Name: North Air Cargo Facility – Proposal in response to RFP 010, fabricate / install steel stairway in lieu of the ships ladder in building Area I. Location: Wichita Mid-Continent Airport							
Wichita, Kansas 67202	Phone: (316) 265-9367	Date: July 11, 2008					
FAX: (316) 265-5646	CoW Project Number: 455365	Snodgrass Project No.: 28-012					
We hereby submit and estimate for labor, ma	terial, and equipment to perform	1					
Delete and provide a credit for the ships ladde in Area J. (Itemization listed below, and subc	r in Area I, and provide a steel stair ontractor / supplier quotes are attach	to the mezzanine similar to the stairway ned.)					
 Net cost increase to fabricate steel stair Additional cost for 2 ea C15 footings, a Additional cost for concrete pan fill stair Net cost increase to install steel stairway Additional cost for vinyl stair treads (To Net cost increase to paint steel stairway of ships ladder [Atlas Painting] 	nd thickened slab (Snodgrass Constructers, and landing (Snodgrass Constructers) in lieu of ships ladder (Jack Foster otal Installation)	ruction)\$1,094.00 etion)\$1,298.00 c Co.)\$1,585.00 \$2,170.00					
- Overhead & Profit (10%)	of ships ladder [Atlas Painting]						
Clarifications:							
 Sales tax not included. No additional working days are required. Approval for this cost proposal is required construction of the footings and thickened per PEC's recommendation. Our current footings and thickened slab need to be procurement time on the anchor bolts (see A. All clarifications & exclusions on the att. No additional mobilization, or prime conwith original contract work in the same at Proposal price is based on the scope mensubject to a cost change. Any other item. 	ed by the end of the day 7/15/08, or ed slab after the floor slab is placed. It intent is to place the floor slab in A laced prior the floor slab pour, and we attached email). It is tached sub / supplier quotes will apportractor supervision / administrative area. Intioned above, and attached sub quotes not specifically called out or ment	Retrofit will be priced and performed Area I early in the week of 7/21/08, the we need to allow a week for oly to this agreement. costs if work is executed concurrent tes. Changes to this scope may be tioned will be excluded.					
We propose hereby to furnish material, labor a for the sum total of: \$14,830.74	and equipment – complete in accor	rdance with the above specifications,					
	etion of work.						
Chris Oard Project Manager / Estimator Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above. Date of							
Date of	Authorized	- 1 × 1 × 1					
	165						

Chris Oard

From:

Les Aaby [les@centralsteelinc.com]

Sent:

Thursday, July 10, 2008 2:42 PM

To:

Chris Oard

Subject: Revised stair pricing

Chris,

I recieved your cost proposal #10. This is deleting the ships ladder and adding a regular stair with handrail. Our

cost is \$6752.00 and this does include deleting the ships ladder.

Jack Foster Co.

ERECTORS, INC. 1119 S, SANTA FE WICHITA, KANSAS 67211 (316) 263-2901 FAX (316) 263-3646

July 8, 2008

Snodgrass & Sons Construction Co., Inc. 2700 George Washington Blvd. Wichita, KS 67210 FAX 687-5853

Attention:

Chris Oard

Reference:

North Air Cargo Facility

Contract # 3608

Additive Change Order Request

Added Stair

Dear Sir:

Labor and equipment to install a stair in lieu of (1) ships ladder will cost \$1,585.00. This amount includes a credit to delete the ships ladder and the installation of (1) stair with landing, columns, stair rails and safety guardrail

Please issue an ADDITIVE change order in the amount of \$1,585.00 if this is satisfactory.

If you have any questions, please call.

Sincerely,

Mike Simpson, Estimator

MS/kvl

<u>PROPOSAL</u>

Proposal Number: 3112 Date: July 11, 2008

Project: North Air Cargo Facility

Wichita, Ks

Work Change Proposal #010

Add Vinyl Stair Treads in Area Staircase.-This pricing includes material and labor.

والمراجعة الماسا

Note: Proposal is valid for 30 days; all proposals must be returned with an authorized signature.

The above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner . All terms are net 30, all past due invoices are subject to service charge of 1 ½% per month (18% annual). The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified.

for the sum of Two Thousand One Hundred Seventy No/100***Dollars

Sales Tax is **NOT** included

\$2,170.00 Dollars Signature:

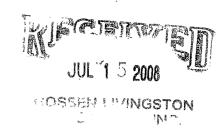
Signature: Tony McKeown Authorized Acceptance Signature



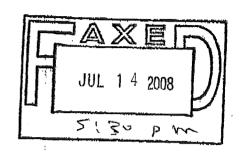
Additional Painting for Stair case / grand rail in lieu of Ships Ladden. \$ 450-

extuer q





Wichita Airport Authority



July 14, 2008

Rick Holbrook, AIA Gossen Livingston 420 S. Emporia Wichita, Kansas 67202

Re:

Mid-Continent Airport North Air Cargo Facility

Dear Holbrook:

We will accept the contractor's price of \$14,830.74 and no change in contract time for the change in Area I regarding installing a stairway vs. the ships ladder as described within your letter of July 11, 2008.

Please incorporate this work into the first change order.

Wichita Airport Authority

John Oswald, P. E.

Airport Engineering and Planning Manager

Cc: Don Dearmont

XHBIT 9

2173 Air Cargo Road . P.O. Box 9130 . Wichita, Kansas 67277-0130

City of Wichita City Council Meeting August 19, 2008

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport

North Shuttle Lot Change Order No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On October 23, 2007, the Wichita Airport Authority approved a contract with Lafarge Inc. for construction of the North Shuttle Parking ("Park & Ride") Lot at Mid-Continent Airport.

Analysis: The construction has been completed, except for punch list items, and a change order has been prepared to modify the contracted work and adjust quantities.

<u>Financial Considerations:</u> The change order amount of \$3,373.97 is a deduction from the original contracted amount of \$2,605,173.75, representing a reduction of less than one percent.

<u>Goal Impact:</u> The Airport's contribution to the economic vitality of Wichita is promoted through maintaining sufficient airport parking to serve the aviation community.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Five original signature copies and 12 distribution copies of the change order.

CHANGE ORDER # 1 City of Wichita Project No. 457376

RECEIVED
JUL 23 2008
W.A.A.

CHANGE ORDER No. 1.

Dated <u>08 July 2008.</u>

Owner's Project NoCity	of Wichita Project No. 457376		
Project: North Shuttle Par At The Wicl	rking Lot nita Mid-Continent Airport		
Owner: The	Wichita Airport Authority		
Contractor: Lafa	rge North America	Contract Date: 23 October 2	2007
project is as follows: (a) Earth preparation and compaction of the of pavement and placement of to Treated Subgrade or a 6" Reinfo cement valley gutter, Portland cement valley gutter, Portland cement of a Parking Access and Revenu Closed Circuit Television Came ornamental fence. (g) Application	nwork includes excavation and/or e project subgrade to the lines and a psoil. (b) Paving work includes of reed Crushed Rock base, asphaltic ment concrete pavement, and Portla e Control System (PARCS) with e era. (e) Miscellaneous storm sewer	Wichita Mid-Continent Airport. The work placement of subgrade material within the grades shown on the plans, area grading outsit construction of, at the Contractor's option, eit concrete pavement, portland cement curb & and cement sidewalk pavement. (c) Sodding. electrical power and communication circuits, er and inlet and manhole construction. (f) ment markings land signage. Also included in improvements.	e project limits, de the neat lines ther an 8" Lime gutter, Portland (d) Installation Light Pole, and Installation of
To: Lafa: You are directed to make the char	rge North America nges noted below in the subject con By Direction of the Wichita Air		
	Carl Brewer, President	Date:	
	Gary Rebenstorf, Director Approved as to form	Date:	
ECEIVED	Attest	Date:	

JUL 23 2006

City of Wichita Project No. 457376

Nature of Change:		Gate A <u>me Change</u>	OVERALL PROJECT TIME CHANGE
1.] Eliminate the 30"x30"x12" Junction Box at the WAA Administration Building.	\$ (480.00)	0	0
 Separate Relocation of the four (4) Light Poles in the Remote Parking Lot from the Gate A Communication and Pavement Contract Time (60 calendar days). 		(Extracted from the Gate A Time	0
3.] Install 2-1" inner ducts with the 5mm tube bundles in the 4" PVC Conduit.	\$ 9,450.00	28	0
4.] Eliminate the widening, beveling, and installation of silicone joint sealant for some of the PCC pavements.	\$ (3,000.00)	0	0
5.] Exchange the 24-port fiber optic patch panel in the existing communication room of the WAA Administration Building with a 144-port fiber optic patch panel.	\$ 312.90	0	0
6.] Add New Sign Sheeting to an existing Guide Sign Assembly (Guide Sign #5).	\$ 787.50	0	0
7.] Install a 5" asphalt surface on the existing ACCESS ROAD to Lear Jet Way.	\$ 15,006.50	0	0
8.] Apply a turf-type blend of Fescue seed instead of placing fescue sod in selected areas.	\$(21,583.88)	0	0
9.] Temporarily Cover "Cell Phone Lot" on Guide Sign #s 2, 3, & 5	\$ 254.36	0	0
10.] Install a Bus Lane Only Sign and Pavement Markings	\$ 585.79	0	0
11.] Make the Intersection of Air Cargo Road and Crossfield Road an All Way Stop.	\$ 1,760.11	0	0
12.] Adjust Contract Quantities to Final Measured Quantities.	\$ (6,467.25)	0	0
Total	\$ (3,373.97)	28	0

CHANGE ORDER # 1 City of Wichita Project No. 457376

The changes result in the following adjustment of Contract Price and Contract Time:

COW 4573576 MCA North Shuttle Parking Lot Contract Pri	<u>\$ 2,</u>	605,173.75	
COW 4573576 MCA North Shuttle Parking Lot Net Increase	Resulting from This Change Order	\$	(3,373.97)
Current COW 4573576 MCA North Shuttle Parking Lot Contract Price Including This Change Order			601,799.78
Gate A Communication and Pavement Contract Time Prior to	o This Change Order	60	Calendar Days
Gate A Communication and Pavement Net Increase Resulting	g From This Change Order	28	Calendar Days
Gate A Communication and Pavement Contract Time Include	ng This Change Order	88	Calendar Days
Total Project Contract Time Prior to This Change Order	·	100	Calendar Days
Total Project Net Increase Resulting From This Change Orde		0	Calendar Days
Total Project Contract Time Including This Change Order		100	Calendar Days
The Above Changes Are Approved:	Professional Engineering C	Consultants	, P.A.
	By:	1/2	
	Date: 27 July	< 7008	3
The Above Changes Are Accepted:	Lafarge North Americ		0
	Ву:		
	Date: 7/21/E)8 [*]	

City of Wichita Project No. 457376

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM No. 1: Eliminate the 30"x30"x12" junction box at the Administration Building with the following alteration to the project:

- PLAN SHEET 48A: Detail B delete 30"x30"x12" junction box, 3" conduit and 90° sweeps. 1.]
- PLAN SHEET 52: Detail 2 delete 30"x30"x12" junction box, 3" conduit and 90° sweeps. 2.]
- PLAN SHEET 52: Keyed Note #6 delete note and replace with "provide 19-cell tube bundle to the existing 3.] Administration Building telecommunications closet" in existing closet.
- PLAN SHEET 52: Keyed Note #7 delete 4-cell tube bundle from proposed J-box to existing Administration 4.] Building telecommunications closet.

Termination for the length of the fiber optic cable will remain the same as specified. The spare length of cable shall be coiled up in the existing telecommunications closet prior to termination.

A new bid item was created for this work as follows:

	<u>rem</u>	QUANTITY	<u>UNIT</u>	UNIT COST	COST <u>EXTENSION</u>
56	Eliminate 30"x30"x12" Junction Box	1	LS	\$ (480.00)	\$ (480.00)

There is no contract time change due to Item No. 1.

ITEM No. 2: On 16 January 2008, the Owner agreed to the Contractor's request to delay the removal of the light poles in the existing Remote Parking Lot. This work was removed from the work described in Note 19 on Sheet 2 of the Plans, herein referred to as the Gate A Communication and Pavement work. There is no change in contract quantity and there is no contract time change due to Item No. 2.

ITEM No. 3: Install 2-1" inner ducts in the 4 inch PVC conduit with the 5 mm fiber tube bundles from the communication closet in the basement of the Administration Building to the existing electrical handhole [HHC-F] south of the Gate A Access Drive; from HHC-F to the Gate A mini-power zone inside the security fence; from HHC-F to the existing 200 pair telephone cable direct buried splice; from the existing 200 pair telephone cable direct buried splice to the new electrical handhole [HHC-H]; and from the new electrical handhole [HHC-K] near the camera pole base to the new electrical handhole [HHC-G] located outside the southeast corner of the parking lot.

A new bid item was created for this work as follows:

	EM	QUANTITY	<u>UNIT</u>	UNIT <u>COST</u>	COST <u>EXTENSION</u>
57	Install 2-1" inner ducts	1	LS	\$ 9,450.00	\$ 9,450.00

Twenty-eight (28) additional calendar days are added to the Gate A Communication and Pavement Contract Time for this work. There is no other contract time change due to Item No. 3.

City of Wichita Project No. 457376

<u>ITEM No. 4</u>: Eliminate the widening, beveling, and installation of silicone joint sealant for the PCC pavement joints north of the thickened edge expansion joint in the Gate A Access Road Driveway including the Entry Plaza Drive, Shuttle Shelter Slabs, Sidewalk Pavements, and all the island and perimeter Curb & Gutters.

A new bid item was created for this work as follows:

Ī	<u>rem</u>	QUANTITY	<u>UNIT</u>	COST	EXTENSION
58	Eliminate Joint Sealant	1	LS	\$ (3,000.00)	\$ (3,000.00)

There is no contract time change due to Item No. 4.

<u>ITEM No. 5</u>: Exchange the 24-port fiber optic patch panel in the existing communication room of the WAA Administration Building with a 144-port fiber optic patch panel installed in the same location.

A new bid item was created for this work as follows:

<u>I</u>]	<u>ΓΕΜ</u>	QUANTITY	<u>UNIT</u>	UNIT COST	COST EXTENSION
59	Exchange 24-port patch panel	1	LS	\$ 312.90	\$ 312.90

There is no contract time change due to Item No. 5.

ITEM No. 6: Additional New Sign Sheeting on the existing Guide Sign Assembly at the beginning of the Mid-Continent Southbound Off Ramp to Air Cargo Road (Sign #5). The message element for Sign #5 shall modify the existing text to read each on separate lines: "7", "Park & Ride", "Cell Phone Lot", "General Aviation", "Air Cargo", and "Hilton Hotel" A new bid item was created for this work as follows:

<u>r</u>	<u> </u>	QUANTITY	<u>UNIT</u>	UNIT COST	COST EXTENSION
60	Guide Sign No. 5	1	LS	\$ 787.50	\$ 787.50

There is no contract time change due to Item No. 6.

City of Wichita Project No. 457376

<u>ITEM No. 7</u>: Install a 5" asphalt surface on the existing ACCESS ROAD from the south edge of the existing concrete driveway at the Gate south of Lear Jet Way to the north edge of the new 16' Wide 5" Asphalt Pavement at the north side of the North Shuttle Parking Lot at Sta. 20+01.5 175' Lt.

The following is the anticipated increase in the existing contract items:

	<u>ITEM</u>	PREVIOUS QUANTITY	<u>UNIT</u>	UNIT <u>COST</u>	FINAL <u>QTY</u>	QTY <u>ADJUST</u>	COST <u>ADJUST</u>
3	Unclassified Excavation	11,197	CY	\$ 5.25	11,316	119	\$ 624.75
13	5" A.C. Pavement (3" Bit. Base)	47,585	SY	\$ 13.25	48,444	859	\$ 11,381.75
	TOTALS						\$ 12,006.50

A new bid item was created for this work as follows:

<u>I</u>	<u>TEM</u>	QUANTITY	<u>UNIT</u>	ONIT COST	EXTENSION
61	Access Road Overlay Preparation	1	LS	\$ 3,000.00	\$ 3,000.00

Item No. 7 Grand Total:

\$15,006.50

There is no contract time change due to Item No. 7.

ITEM No. 8: Apply a turf-type blend of Fescue seed for south central Kansas as specified in the City of Wichita Standard Specifications Section 902 instead of placing fescue sod north of a line twenty-one feet north of the ornamental fence and south of the Gate A Access Road. The Soil Stockpile Area south of Lear Jet Way, west of the Access Road, and 21 feet north of the ornamental fence concrete mow pad shall be seeded at the Contractor's expense. The Contractor Staging/Lay-Down Area south of Lear Jet Way, east of the Access Road, and 21 feet north of the ornamental fence concrete mow pad shall be seeded at the Contractor's expense. The Contractor shall provide a \$5,000.00 deduct to the Owner for allowing the Soil Stockpile Area and Contractor Staging/Lay-Down Area to be seeded versus sodded.

The following is the anticipated decrease in the existing contract item:

	<u>ITEM</u>	PREVIOUS QUANTITY	<u>UNIT</u>	JNIT COST	FINAL <u>QTY</u>	QTY <u>ADJUST</u>	COST <u>ADJUST</u>
31	Sodding	26,000	SY	\$ 3.00	20,047	(5,953)	\$(17,859.00)

Two new bid items were created for this work as follows:

ITEM		QUANTITY	UNIT	UNIT COST	COST EXTENSION
62	Seed	2,024	SY	\$ 0.63	\$ 1,275.12
63	Staging Area Seed vs. Sod	1	LS	\$ (5,000.00)	\$ (5,000.00)

Item No. 8 Grand Total:

\$(21,583.88)

There is no contract time change due to Item No. 8.

City of Wichita Project No. 457376

<u>ITEM No. 9</u>: Temporarily Cover Text "Cell Phone Lot" on Guide Sign #s 2, 3, & 5.

A new bid item was created for this work as follows:

IT	<u>EM</u>	QUANTITY	UNIT	UNIT COST	COST EXTENSION
64	Cover "Cell Phone Lot" on Guide Signs	. 1	LS	\$ 254.36	\$ 254.36

There is no contract time change due to Item No. 9.

<u>ITEM No. 10</u>: Install a "Bus Lane Only" sign and Pavement Markings at the Exit Plaza for the Shuttle Bus Lane. A new bid item was created for this work as follows:

<u>ITEM</u>		QUANTITY	<u>UNIT</u>	UNIT <u>COST</u>	COST EXTENSION		
65	Bus Lane Only Sign and Markings	1	LS	\$ 585.79	\$ 585.79		

There is no contract time change due to Item No. 10.

<u>ITEM No. 11</u>: Make the Intersection of Air Cargo Road and Crossfield Road an All Way Stop. A new bid item was created for this work as follows:

<u>ITEM</u>		QUANTITY	<u>UNIT</u>	UNIT <u>COST</u>	COST EXTENSION
66	All Way Stop	1	LS	\$ 1,760.11	\$ 1,760.11

There is no contract time change due to Item No. 11.

CHANGE ORDER # 1 City of Wichita Project No. 457376

<u>ITEM No. 12</u>: Adjustment of the current contract quantities to field measured and/or calculated quantities. Contract Item Nos. 3, 13, & 31 have been changed below in the PREVIOUS QUANTITY to reflect the alterations described in Change Order No. 1 Item Nos. 7 & 8. The modifications affected the following bid items:

<u>ITEM</u> <u>ADJUST</u>		PREVIOUS QUANTITY	<u>UNIT</u>		UNIT COST	FINAL <u>QTY</u>	QTY <u>ADJUST</u>		COST
9	Concrete Pavers	582	SF	\$	15.50	589	7	\$	108.50
11	6" Concrete Pavement	2,015	SY	\$	51.00	1,978	-37	\$	(1,887.00)
13	5" A.C. Pavement (3" Bit. Base)	48,444	SY	\$	13.25	47,963	- 481	\$	(6,373.25)
14	Pavement Subgrade	53,042	SY	\$	5.00	53,031	-11	\$	(55.00)
15	Combined Curb and Gutter	6,081	LF	\$	15.75	6,125	44	\$	693.00
16	Edge Curb	311	LF	\$	3.00	558	247	\$	741.00
17	6" Sidewalk Pavement	463	SF	\$	6.00	490	27	\$	162.00
34	Concrete Mow Pad	1,743	LF	\$	21.00	1,745	2	\$	42.00
44	19-Cell Air-Blown Fiber Tube Bundle	3,500	LF	\$	3.50	3,545	45	\$	157.50
45	4-Cell Air-Blown Fiber Tube Bundle	290	LF	\$	2.00	246	-44	\$	(88.00)
46	2-Cell Air-Blown Fiber Tube Bundle	300	LF	\$	1.75	227	-23	\$	(40.25)
47	6-MM/6-SM Fiber Optic Cable	2,800	LF	\$	2.25	2,846	46	\$	103.50
48	2-MM/4-SM Fiber Optic Cable	2,500	LF	\$	2.25	2,508	8	\$	18.00
49	2-MM Fiber Optic Cable	3,500	LF	\$	0.75	3,597	97	\$	72.75
<u>54</u>	25-Pair Copper Telephone	1,200	LF	\$	2.00	1,139	-61	\$	(122.00)
TOTALS \$ ((6,467.25)		

There is no contract time change due to Item No. 12.

PRELIMINARY ESTIMATES FOR CITY COUNCIL AUGUST 19, 2008

- a. 2008 Contract Maintenance Concrete Repairs Phase 3 (east of 135th Street West, north of 63rd Street South) (472-84742/132721/620799/133116/) Traffic to be maintained using flagpersons and barricades. (District I,III,IV,VI) \$336,820.00
- Water Distribution System to serve Cedar View Village Addition (east of Greenwich, south of Kellogg) (448-90348/735418/470091) Does not affect existing traffic. (District II) \$58,000.00
- c. Jennie Street Storm Water Sewer Improvements to serve Westlink 19th Addition (south of Central, east of 119th Street West) (468-84533/660499/854109) Traffic to be maintained using flagpersons and barricades. (District V) \$68,300.00
- d. Lateral 413 Four Mile Creek Sewer to serve Gateway Center 2nd Addition (south of 13th Street North, east of Greenwich) (468-84512/744288/480977) Traffic to be maintained using flagpersons and barricades. (District II) \$20,500.00
- e. Veranda, Phase 2, from the north line of 13th Street to 446' north of the north line of 13th Street to serve Waterfront Residential Addition and others (north of 13th Street North, west of Greenwich) (472-84698a/766181/490199) Does not affect existing traffic. (District II) \$269,376.00
- f. Lateral 10, Main 5 Northwest Interceptor Sewer to serve Crystal Gardens Addition (north of 13th Street North, east of 135th Street West) (468-84424/744287/480976) Does not affect existing traffic. (District V) \$320,000.00

TO: Mayor and City Council

SUBJECT: Community Events (District II)

Division of Arts & Cultural Services **INITIATED BY:**

AGENDA: Consent

Recommendation: Approve the request for street closures.

In accordance with the Community Events Procedure, the event promoter Clark **Background:**

Ensz is coordinating with City of Wichita Staff, subject to final approval by the

City Council.

Analysis: The following street closure request has been submitted:

2nd Annual Dream Big 5K Run & 1 Mile Walk Saturday, August 30, 2008 8:30 am - 9:30 am

Shannon Woods, Webb Road to entrance of Kansas Joint & Spine.

Please see attached map

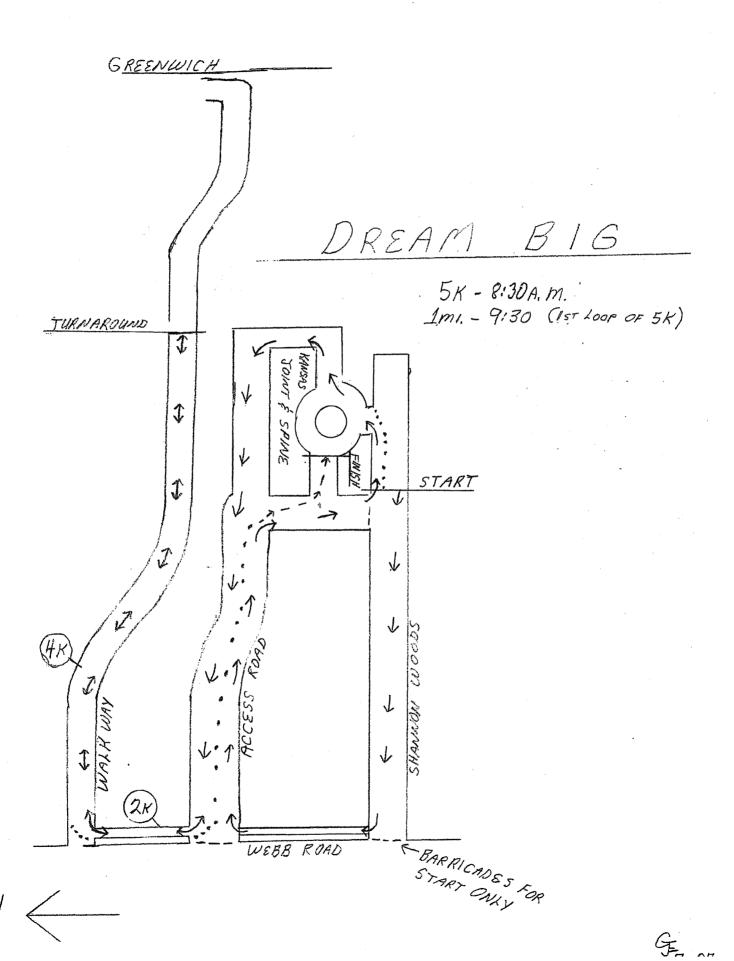
Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



TO: Mayor and City Council

SUBJECT: Community Events (District I & VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter

Johanna Gonzalez, 89th Regional Readiness Command is coordinating with City

of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Freedo<u>m Walk September 13, 2008 9:00 am – 11:00 am</u>

§ Douglas Avenue, Water Street to Waco not including intersections

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

TO: Mayor and City Council

SUBJECT: Community Events (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Larry

Heck, Professor Newman University is coordinating with City of Wichita Staff,

subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Newman University 75th Anniversary Celebration September 12, 2008 8:45 pm – 9:30 pm

McCormick Avenue, All Hallows to K-42/Edwards

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

TO: Mayor and City Council

SUBJECT: Community Events (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark

Ensz is coordinating with City of Wichita Staff, subject to final approval by the

City Council.

Analysis: The following street closure request has been submitted:

Rosstoberfest Run October 4, 2008 9:30 am - 11:00 am

- § Douglas Avenue, Bluff to Roosevelt
- **§** Quentin, Douglas Avenue to 1st Street
- § Circle, Douglas Avenue to Bluff
- **§** Bluff, Circle to Lewis
- **§** Lewis, Bluff to Pershing
- **§** Pershing, Lewis to English
- § English, Pershing to Fountain
- § Fountain, English to Waterman
- § English, Fountain to Circle Please see attached map

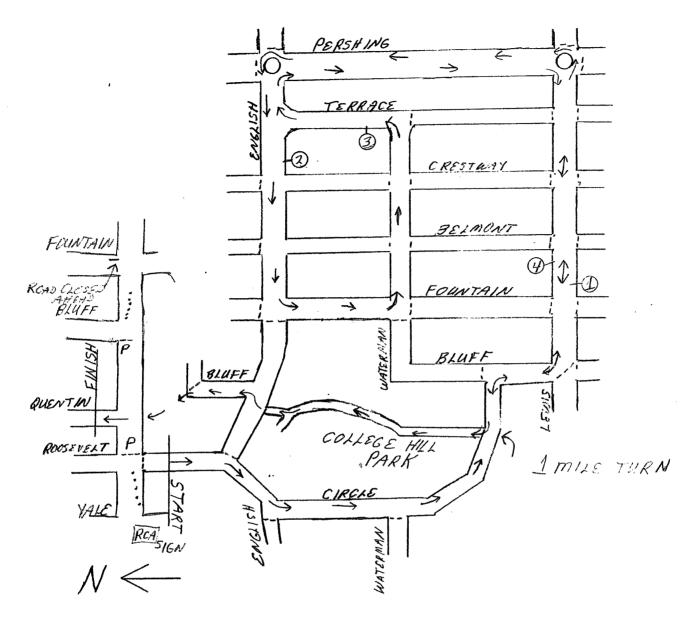
Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

<u>Legal Consideration:</u> None

<u>Recommendation/Actions:</u> It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.



ROSSTOBERFEST 5K

P=POLICE --= BARRICADES ---= CONES RCA = ROAD CLOSED AHEAD SIGN

TO: Mayor and City Council Members

SUBJECT: Groundwater Sample Collection and Laboratory Analysis at Brooks Landfill

- Continental Analytical Services, Inc. (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

<u>Recommendation</u>: Approve the contract with Continental Analytical Services, Inc., and authorize the necessary signatures.

<u>Background:</u> Numerous groundwater investigations have been conducted at and around the Brooks Landfill dating back to 1987. Early investigations around the landfill ultimately concluded that groundwater quality east and southeast of the landfill had been impacted by landfill operations. Since discovery of the impacted groundwater, semiannual assessment monitoring (groundwater analysis) has been conducted at the landfill to assess any continued impact to groundwater quality, per the requirements of the Kansas Department of Health and Environment (KDHE),

In the fall of 1997, the City installed the first of two remediation systems to treat the impacted groundwater. A second remediation system, an air sparging system, was installed the following year. Both systems proved exceedingly effective in remediating the impacted groundwater. As a result, the first remediation system was decommissioned in 2005, following the successful treatment of all impacted groundwater downstream of the landfill. The air sparging system continues to operate, treating any impacted water before it leaves the landfill. Since the inception of these remediation efforts, semiannual performance monitoring (groundwater analysis) has been conducted at and around the landfill to measure the effectiveness of the treatments, per the requirements of the KDHE.

To maintain regulatory compliance, analyses performed during the semiannual assessment and performance monitoring events must be conducted by a qualified laboratory, certified by the KDHE. The previous contract for this work expired August 15, 2008. A Request For Proposals (RFP) was developed and released on May 6, 2008, in effort to secure a new contract prior to the next required monitoring event in September, 2008.

A total of five (5) written proposals were received in response to the RFP. The Staff Screening and Selection Committee convened on June 26, 2008, to review the proposals and, based on criteria outlined in the RFP, selected three firms to interview. Telephone interviews were conducted on July 11, 2008, and members of the committee individually ranked the presentations and proposals based on the ranking criteria included in the RFP.

<u>Analysis:</u> The Staff Screening and Selection Committee recommends award of the contract to Continental Analytical Services, Inc., based on their experience on previous projects, staff expertise, available resources, and price. Continental submitted the lowest cost fees of the final three firms at \$19,868.00 - \$41,470.50 per year (specific testing requirements vary from year to year). The firm proposes use of a highly qualified, expert staff and has extensive experience on similar projects throughout Kansas, including previous projects for the City of Wichita.

To satisfy the requirements of the KDHE, and ensure the continued protection of public health and safety, the continuation of groundwater analysis at Brooks Landfill is essential. Vigilant monitoring of the effectiveness of the remediation system ensures that any deviation will be promptly identified and addressed.

<u>Financial Considerations:</u> Continental Analytical Services, Inc., has provided the City with line item costs to accomplish the required groundwater collection and laboratory analysis. The costs and details are outlined in the contract (attached). Continental Analytical Services is prepared to begin this work immediately. Funds are available in the 2008 Brooks Landfill Post-Closure Budget for this work, the cost of which is not to exceed \$41,470.50, per year.

<u>Goal Impact:</u> This work will support the Safe and Secure Community Goal, by ensuring the effectiveness of continued remediation efforts at Brooks Landfill and the continued protection of public safety and environmental health. Further, by ensuring compliance with the requirements of the KDHE permit #0213, which also authorizes operation of the Brooks Construction and Demolition (C&D) landfill, this work will also support the Core Area and Neighborhood Goal. The continued operation of the C&D landfill, and the provision of affordable C&D waste disposal to both the public and City of Wichita sanitation crews, is critical to maintaining the cleanliness and vitality of the City.

<u>Legal Considerations</u>: The Law Department has approved the contract with Continental Analytical Services as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize necessary signatures.

<u>Attachments</u>: Contract.

CONTRACT for

GROUNDWATER SAMPLE COLLECTION AND LABORATORY ANALYSIS AT BROOKS LANDFILL

THIS CONTRACT entered into this	day of	, 2008, by and
between the CITY OF WICHITA, KAN	SAS, a mun	icipal corporation, hereinafter called
"CITY", and CONTINENTAL ANALYT	ICAL SERV	ICES, INC., hereinafter called
"CONTRACTOR".		

WITNESSETH: That

WHEREAS, the CITY has solicited proposals for Groundwater Sample Collection and Laboratory Analysis Services at Brooks Landfill (FP800047); and

WHEREAS, CONTRACTOR has submitted the proposal most beneficial to the CITY and is ready, willing, and able to provide the commodities and/or services required by the CITY:

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. CONTRACTOR shall provide to the CITY all those commodities and/or services specified in its response to Formal Proposal Number – FP800047, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by CITY as part of the proposal letting process for Formal Proposal – FP800047, shall be considered a part of this contract and is incorporated by reference herein.

When requested by the CITY, the CONTRACTOR will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:

- a. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to services provided.
- b. Additional services not covered by the scope of this Contract.
- c. A change in the Scope of Services for the Project.

In the event of a change in the Scope of Services for the Project, caused by an act or omission of the CITY, or any error or change in CITY-provided information, or change in law, or event of force majeure, or if additional services should be necessary, the CONTRACTOR will be given written notice

by the CITY, along with a request for an estimate of the fees necessary for performance of such additions.

- 2. Compensation. Payment to the CONTRACTOR for the performance of services in accordance with the Scope of Services, addenda, and Contractor's proposal will be based on the actual units of work performed and on the schedule of fees provided in its technical proposal and attached hereto as Exhibit B.
 - a. Invoices. Invoices will be submitted by CONTRACTOR to CITY and shall set forth a detailed summary of charges.
 - b. Payments. Invoices are due upon receipt. In the event a portion of CONTRACTOR'S invoice is disputed by CITY, the undisputed portion shall be paid by CITY by the due date. CITY shall advise CONTRACTOR in writing of the disputed portion of any invoice.
- 3. Term. The term of this contract will be two (2) years from the date of execution, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the CITY, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to CONTRACTOR.
- 4. Indemnification and Insurance.
 - a. CONTRACTOR shall save and hold the CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.
 - b. CONTRACTOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:
 - i. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

\$500,000 each occurrence **Bodily Injury Liability** \$500,000 each aggregate \$500,000 each occurrence **Property Damage Liability** \$500,000 each aggregate Or **Bodily Injury and Property Damage** \$500,000 each occurrence \$500,000 each aggregate

ii. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability Property Damage Liability

Liability (Combined Single Limit)

\$500,000 each accident \$500,000 each accident

Ог

Bodily Injury and Property Damage Liability (Combined Single Limit)

\$500,000 each accident

iii. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability

\$100,000 each accident

The Insurance Certificate must contain the following:

- a. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- b. Cancellation should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.
- Independent Contractor. The relationship of the CONTRACTOR to the CITY will be that of an independent contractor. No employee or agent of the CONTRACTOR shall be considered an employee of the CITY.
- Compliance with Laws. CONTRACTOR shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.
- No Assignment. The services to be provided by the CONTRACTOR under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the CITY.

- 8. Non-Discrimination. CONTRACTOR shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.
- 9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
- 10. No Arbitration. The CONTRACTOR and the CITY shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
- 11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.
- 12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or CONTRACTOR represents the he or she is duly authorized by the contractor or CONTRACTOR to execute this contract, and that the contractor or CONTRACTOR has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:	CITY OF WICHITA, KANSAS		
Patsy Eichacker Deputy City Clerk	Carl G. Brewer Mayor		
APPROVED AS TO FORM:	CONTINENTAL ANALYTICAL SERVICES, INC		
Gary E. Rebenstorf Director of Law	Signature Clifford I. BAKER		
	Print Name		
	President		
	Title (President or Corporate Officer)		

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

- 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation:
 - 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 - 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
 - 5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

- 1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
- 2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B FEE SCHEDULE

I. BASE FEES

	Standan	d							
	Sample Dates:	March and Septe	mber						
Sample Quantit	les & Locations per event:		onitoring Wells						
		2 River Locations							
2 Field Duplicates									
		2 Rinse Blanks							
Laboratory Analysis Estimated Unit of Fee Per									
Analyses/Service	EPA Method	Quantity	Measure	UM	Extended Fee				
Appendix I VOC's	8260B	50	sample	\$70.00	\$3,500.00				
Appendix II VOC Detects	8260B	50	sample	\$5.00	\$250.00				
Arsenic, Total	6010B	50	sample	\$8.00	\$400.00				
Arsenic, Dissolved	6010B	50	sample	\$8.00	\$400.00				
Metals Digestion, Total	3010	50	sample	\$5.00	\$250.00				
Metals Digestion, Dissolved	3005	50	sample	\$10.00	\$500.00				
Title Digestory Dissolves	Sample Colle		зипри	VIU.00	7500.00				
Sample Collection of MWs	23.11513 331101	38	well	\$75.00	\$2,850.00				
Sample Collection of River Samples		4	sample	\$75.00	\$300.00				
Static Water Level ONLY	<u>† </u>	30	well	\$10.00	\$300.00				
Containerization & Disposal of Liquid IDW		38	sample	\$5.00	\$190.00				
	Appendix			44.00	7-2010				
		September, 2010							
Sample Owantit	les & Locations per event:	19 Assessment M	ionitoring Wells						
		2 River Locations							
		2 Field Duplicates	•						
		2 Rinse Blanks							
	Laboratory An	alysis							
Estimated Unit of Fee Per									
Analyses/Service	EPA Method	Quantity	Measure	UM	Extended Fee				
Alkalinity	SM2320B								
	314123200	25	sample	\$9.75	\$243.75				
Calcium, Total	6010B	25 25	sample sample	\$9.75 \$8.00					
Calcium, Total Calcium, Dissolved		25 25		\$8.00 \$8.00	\$200.00 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand	6010B	25 25 25	sample	\$8.00 \$8.00 \$18.75	\$200.00 \$200.00				
Calcium, Total Calcium, Dissoíved	6010B 6010B	25 25 25 25 25	sample sample	\$8.00 \$8.00	\$200.00 \$200.00 \$468.75				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H)	25 25 25 25 25 25	sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25	\$200.00 \$200.00 \$468.75 \$281.25				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total	6010B 6010B SM5220D EPA 300.0	25 25 25 25 25	sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H)	25 25 25 25 25 25 25 25	sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25	\$243.75 \$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Sodium, Total	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B	25 25 25 25 25 25 25 25 25	sample sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Sodium, Total	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B	25 25 25 25 25 25 25 25 25 25	sample sample sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B	25 25 25 25 25 25 25 25 25 25 25	sample sample sample sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total Sodium, Total	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B	25 25 25 25 25 25 25 25 25 25 25 25	sample sample sample sample sample sample sample sample sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0	25 25 25 25 25 25 25 25 25 25 25	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$8.00 \$11.25	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C	25 25 25 25 25 25 25 25 25 25 25 25	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25	\$200.00 \$200.00 \$468.7! \$281.2! \$356.2! \$200.00 \$200.00 \$200.00 \$281.2! \$265.2!				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals (16) Dissolved	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020	25 25 25 25 25 25 25 25 25 25 25 25 25	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00	\$200.00 \$200.00 \$468.7! \$281.2! \$356.2! \$200.00 \$200.00 \$200.00 \$281.2! \$206.2! \$3,200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals (16) Dissolved	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$250.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Total Sodium, Total Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion; Dissolved Appendix II Volatiles	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$250.00 \$250.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion; Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 6010B/6020 8260B 8270C	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00 \$120.00	\$200.00 \$200.00 \$468.73 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$250.00 \$3,200.00 \$500.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion; Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 6010B/6020 8260B	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00	\$200.00 \$200.00 \$468.73 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$250.00 \$3,200.00 \$500.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion; Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 6010B/6020 8260B 8270C	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00 \$120.00	\$200.00 \$200.00 \$468.73 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$3,200.00 \$500.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion; Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons Organophosphorous Pesticides	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 6010B/6020 8260B 8270C 8121	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00 \$120.00	\$200.00 \$200.00 \$468.73 \$281.23 \$356.23 \$200.00 \$200.00 \$200.00 \$281.23 \$206.23 \$3,200.00 \$3,200.00 \$500.00 \$3,000.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion, Dissolved Metals Digestion, Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 6010B/6020 8260B 8270C 8121 8141A	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00 \$120.00 \$120.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Total Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons Organophosphorous Pesticides Chlorinated Herbicides	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 8010B/6020 8260B 8270C 8121 8141A 8151A	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$128.00 \$75.00 \$120.00 \$120.00	\$200.00 \$200.00 \$468.73 \$281.23 \$356.23 \$200.00 \$200.00 \$200.00 \$281.23 \$206.23 \$3,200.00 \$3,200.00 \$3,000.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sodium, Dissolved Sodium, Dissolved Solifate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion, Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons Organophosphorous Pesticides Chlorinated Herbicides Sample Collection of MWs	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 8010B/6020 8260B 8270C 8121 8141A 8151A	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$11.20 \$120.00 \$120.00 \$120.00 \$120.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$206.25 \$3,200.00 \$250.00 \$3,200.00 \$3,000.00 \$3,000.00 \$3,000.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sodium, Dissolved Sulfate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion, Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons Organophosphorous Pesticides	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 8010B/6020 8260B 8270C 8121 8141A 8151A	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00	\$200.00 \$200.00 \$468.75 \$281.25 \$356.25 \$200.00 \$200.00 \$200.00 \$281.25 \$3,200.00 \$250.00 \$3,200.00 \$3,000.00 \$3,000.00 \$3,000.00				
Calcium, Total Calcium, Dissolved Chemical Oxygen Demand Chloride Ammonia Potassium, Total Potassium, Total Potassium, Dissolved Sodium, Total Sodium, Dissolved Sodium, Dissolved Solifate Total Dissolved Solids Metals (16) Total Metals Digestion, Total Metals Digestion, Total Metals Digestion, Dissolved Appendix II Volatiles Polynuclear Aromatic Hydrocarbons Chlorinated Hydrocarbons Organophosphorous Pesticides Chlorinated Herbicides Sample Collection of MWs Sample Collection of River Samples	6010B 6010B SM5220D EPA 300.0 SM4500 NH3 (H) 6010B 6010B 6010B 6010B EPA 300.0 SM2540C 6010B/6020 6010B/6020 6010B/6020 8010B/6020 8260B 8270C 8121 8141A 8151A	25 25 25 25 25 25 25 25 25 25 25 25 25 2	sample	\$8.00 \$8.00 \$18.75 \$11.25 \$14.25 \$8.00 \$8.00 \$8.00 \$11.25 \$8.25 \$128.00 \$10.00 \$120.00 \$20.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00 \$120.00	\$200. \$200. \$468. \$281. \$356. \$200. \$200. \$200. \$281. \$206. \$3,200. \$250. \$3,200. \$3,000. \$3,000. \$3,000. \$3,000.				

Page 1 of 3

EXHIBIT B FEE SCHEDULE

	Sample Dates:	March, June, Sept				
Sample Quant	ities & Locations per event:	March		- 2 PMWs (6-S,	31-S)	
					- 2 PMWs (6-S, 31-S)	
		June		- 21 PMWs (8-S Annual)		
				- 8 PMWs (VOC	s Only)	
				- 2 Field Duplicates		
				- 2 Rinse Blanks		
		December		- 20 PMWs		
				-8 PMWs (VOC	••	
				- 2 Reld Duplica - 2 Rinse Blanks		
	Laboratory Ana	alvsis		- A MINE DELING	· · · · · ·	
		Estimated	Unit of	Fee Per		
Analyses/Service	EPA Method	Quantity	Measure	UM	Extended Fee	
Appendix II VOC Detects (3)	8260B	69	sample	\$75.00	\$5,175.00	
Arsenic, Total	6010B	53	sample	\$8.00	\$424.00	
Arsenic, Dissolved	6010B	53	sample	\$8.00	\$424.00	
Metals Digestion, Total	3010	53	sample	\$5,00	\$265.00	
Metals Digestion, Dissolved	3005	53	sample	\$10.00	\$530.00	
	Sample Collec	tion		<u> </u>	7.000	
Sample Collection of 2" Wells		39	well	\$75.00	\$2,925.00	
Sample Collection of 1" Wells	•	22	well	\$45.00	\$990.00	
Containerization & Disposal of Liquid IDW	1.	39	sample		·· \$195.00	

EXHIBIT B FEE SCHEDULE

II. OPTIONAL FEES

	Assessment N	<i>l</i> ionitoring	A Line		
	Standa	ırd			2 m 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	<u> </u>		Sample Dates	: March and	September
Ор	donal Hydrasleeve :				
Analyses/Service	EPA Method	Estimated	Unit of	Fee Per	
Hydrasieeve - One Time Initial Set-up Fee	EPA Method	Quantity	Measure	UM	Extended Fee
Hydrasleeve Sample Collection of MWs	 -	19 38	well	\$70.00	\$1,330.0
7	Annond		wefi	\$65.00	\$2,470.0
	Append				
0	Alasa I am Flam Ca		Sample Date	: September,	, 2010
	tional Low-Flow Sa	mpling rechnique	Unit of	L Foo Don 1	
Analyses/Service	EPA Method	Quantity	Measure	Fee Per UM	Extended Fee
Low-Flow Sample Collection of MWs		19	well	\$65.00	\$1,235.0
	erformance N			, , , , , , , , , , , , , , , , , , ,	71,235.0
※・・・・ノングの場合におけないとは作品を発送が発送されたから、たけされるとなる。	Chiolitique	vioritionili R		March lun	e, September, &
		S	ample Dates		s, september, &
Opt	ional Hydrasieeve S				
		Estimated	Unit of	Fee Per	
Analyses/Service	EPA Method	Quantity	Measure	UM	Extended Fee
Hydrasleeve - One Time Initial Set-up Fee on 2" MWs			_		•
Hydrasleeve Sample Collection of 2" MWs		18	well	\$30.00	\$540.0
Tydiasiceve Sample Collection of 2 MWs		39	well	\$65.00	\$2,535.00
	Optional Pa	ramters			Section of the sectio
	Optional Geoc				
Analyses/Service	EPA Method	Estimated	Unit of	Fee Per	
Bicarbonate	SM4500CO2D	Quantity	Measure	UM	Extended Fee
ron, Total	6010B		sample	\$9.75	
ron, Dissolved	6010B	30 V 5 V 5 V 5 V 8	sample	\$8.00	reinige in the least
Magneslum, Total	6010B		sample	\$8.00	
Manganese, Dissolved	6010B		sample	\$8.00	
Vitrate	300.0		sample	\$8.00	
Total Organic Carbon, Sparged	9060 (M)		sample	\$11.25	
	Optional Pesi	icidos	sample	\$21.75	
	Optional resi	Estimated	Unit of	Fee Per	
Analyses/Service	EPA Method	Quantity	Measure	UM	Extended Fee
Prganochiorine	8081A		sample	\$63.75	
Endrin			•		
Lindane				25,000	
Methoxychlor				86	State of the second
Toxaphene			_	[2]	
hlorinated Acids	8151A	Na AVALON	sample	\$112.50	
2,4-D				Į.	
2,4,5-TP				2	
rgano-Phosphorus	8141A		sample	\$90.00	
Disulfoton		33 55 A 45 L 1	·		
Parathion ·		黎是现代社会自然结	1	19	CONTRACTOR OF THE CONTRACTOR

Page 3 of 3

Bids were opened August 15, 2008, pursuant to advertisements published on:

PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION: Sewers, Paving and Water Mains as per specifications.

Berkley Square Parkway, Phase 2, from the west line of Lot 1, Block 1 to the east line of Lot 3, Block 1 to serve Greenwich Office park and others north of 13th Street North, west of Greenwich. (472-84644/766189/490207) Does not affect existing traffic. (District II)

Wichita Electric - \$103,414.85

Ridgepoint from the west line of Nickleton, west to the east line of Decker; Decker from the south line of the plat, north to the south line of Westport; Westport from the east line of Decker, west to the west line of Lot 48, Block C; Westport Ct. from the north line of Westport north and east including the cul-de-sac; Decker Ct. from the east line of Decker, east to and including the cul-de-sac; sidewalk be constructed on Ridgepoint, Decker and Westport to serve Silverton Addition north of 13th Street North, west of 135th Street West. (472-84460/766205/490223) Does not affect existing traffic. (District V)

Kansas Paving Company - \$513,853.36

Westport from the west line of Lot 48, Block C, west to the west line of Lot 23, Block F; Bellick from the north line of Westport, north to the north line of the plat; Bellick Ct. (Lots 1 through 19, Block D) from the west line of Bellick, west to and including the cul-de-sac; Bellick Ct (Lots 61 through 72, Block C) from the east line of Bellick, east to and including the cul-de-sac; sidewalk be constructed on Westport and Bellick to serve Silverton Addition north of 13th Street North, west of 135th Street West. (472-84461/766203/490221) Does not affect existing traffic. (District V)

Kansas Paving Company - \$516,862.15

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

COMBO HIGH PRESSURE CLEANER AND VAC: Public Works Department/Fleet Maintenance Division.

Key Equipment and Supply Company - \$353,922.00 Base bid
(\$160,323.00) Option1 (Deduct)
\$2,499.00 Option 2
Included Option 3
\$800.00 Option 4
\$3,898.00 Option 5

DOOR MODIFICATIONS 1801 AIRPORT ROAD: Airport Engineering.

Schrader Brothers and Associates - \$22,655.00

COLD WATER METERS W/ELECTRONIC REGISTERS: Water Utilities Department/Customer Services Division.

Elster Amco Water, Inc.* - \$28,775.00 Group 4

*Estimate – Contract approved on unit cost basis: refer to attachments.

RUBBER TIRED TRACTOR LOADER/BACKHOE: Water Utilities Department/Water District Division.

Wichita Tractor Company - \$63,556.00 Alternate Base Bid
Included Option 1
Included Option 2
\$780.00 Option 4
Included Option 5
Included Option 6
Included Option 7

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.	
	Shirley Rogers, Administrative Supervisor, Department of Public Works
Janis Edwards, Deputy City Clerk	

Senior Management Expenses For the Month of June 2008

Employee by Department	Purpose	A	mount
03-Finance Rob Raine, Assistant Finance Director Rob Raine, Assistant Finance Director	COW STAR Bond Project Presentation, Kansas City MO GFOA's 102nd Annual Conference, Ft Lauderdale FL	\$	204.98 1,473.56
04-Law Gary Rebenstorf, Director of Law	IMLA Top 50 Summit, LaJolla CA		1,031.88
09-Housing & Community Services Brad Snapp, Assistant Director of Housing & Community Services	NAHRO Annual Conference, Lafyette LA		1,156.83
10-Library Cynthia Berner-Harris, Director of Libraries	Copyright Workshop, Hutchinson KS		30.76
13-Public Works Joe Pajor, Assistant Director of Public Works	LKM 2088 Energy Summit, Topeka KS		274.75
14-Environmental Services Kay Johnson, Director of Environmental Services	2008 Energy Summit, Topeka KS		282.32
18-Water and Sewer David Warren, Director of Water & Sewer Kristi McMinnville, Customer Service Manager Elizabeth Owens, Superintendent Water Distribution Jade Dundas, Superintendent Sewage Treatment	2008 American Waterworks Association ACE, Atlanta GA 2008 American Waterworks Association ACE, Atlanta GA 2008 American Waterworks Association ACE, Atlanta GA Innovative Energy Management, Kansas City MO		2,142.25 2,532.25 2,215.91 193.64
19-Airport Victor White, Director of Airports	80th Annual AAAE Conference & Expo, New Orleans LA		2,843.30
Total		\$	14,382.43

TO: Mayor and City Council

SUBJECT: Installation of Water Main in Arkansas from 16th to 20th Streets North

(District VI)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Amend the Resolution to increase the project budget and expenditures in Capital Improvement Project W-815 and reduce the expenditures in Capital Improvement Project W-67.

<u>Background</u>: The Water Master Plan update included a recommendation to install a water main in Arkansas Street from 16th Street North to 20th Street North. The main will provide increased water capacity and pressure to north Wichita.

<u>Analysis</u>: Construction bids for the proposed water main were received on June 6, 2008. All bids exceeded the professional engineers' estimate making it necessary to increase the project budget. Staff recommends that funds from CIP W-67, Reconstruction of Old Water Mains, be transferred so that this project can be re-bid.

<u>Financial Considerations</u>: Arkansas from 16th Street North to 20th Street North, CIP W-815, is included in the Capital Improvement Program. The original project was initiated for \$470,000. A budget increase of \$599,000 is required and will be transferred from W-67, Reconstruction of Old Water Mains. The new budget for this project will be \$1,069,000 allowing for the bid increase. Funding will be provided by Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: The project addresses efficient infrastructure by ensuring that adequate water capacity and pressure will be available in the north portion of the City.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the increase in project expenditure; 2) approve the amended Resolution; and 3) authorize the necessary signatures.

Attachments: Amended Resolution

RESOLUTION NO. 08-420

A RESOLUTION AMENDING RESOLUTION NO. 00-107 PERTAINING TO THE INSTALLATION OF A WATER MAIN IN ARKANSAS AVENUE FROM 16TH N TO 20TH N (W-815) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA. KANSAS:

SECTION 1. That Section 1 of Resolution No. <u>00-107</u> is hereby amended to read as follows:

"SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **installation of a water main in Arkansas Avenue from 16th N to 20th N (W-815)** (called the "Project"). The total costs of the Project are estimated to be \$1,069,000 exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project."

SECTION 2. That Section 3 of Resolution No. <u>00-107</u> is hereby amended to read as follows:

"SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed <u>one million sixty-nine thousand dollars (\$1,069,000) in 2008</u> exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose."

SECTION 3. That the original of Sections 1 and 3 of Resolution **00-107** is hereby rescinded.

A 1 . 1 . 337' 1 '. TZ

Adopted at Wichita, Kansas, August 19, 2008.		
(Seal)	CARL BREWER, Mayor	
ATTEST:		
Karen Sublett, City Clerk		
APPROVED AS TO FORM:		

OCA 633721

(Published in the Wichita Eagle, on August 22, 2008.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,069,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 08-420, duly adopted August 19, 2008, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, **installation of a water main in Arkansas Avenue from 16**th N to 20th N (W-815) (called the "Project"). The total costs of the Project are estimated to be **one million sixthy-nine thousand dollars (\$1,069,000) in 2008**. The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed \$1,069,000 in 2008, under the authority of K.S.A. 10-1201 et seq., as amended and supplemented. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent shall be published one time in the official newspaper of the City; and if, within Fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less that Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the revenue bonds is filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 19, 2008.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ KAREN SUBLETT, City Clerk

TO: Mayor and City Council

SUBJECT: Mid-Continent Sewage Treatment Facility - Novation Agreement with Zenon

Membrane Solutions

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Novation Agreement between Wichita Water Utilities and Zenon Membrane Solutions.

Background: In 2006, the Sewage Treatment Division of Water Utilities started design work for the newest sewage treatment plant which is to be constructed on the Mid-Continent Airport. FAA requirements make it necessary to cover all open water surfaces; thus, a small facility is mandatory. The smallest facility footprint can be achieved using membrane technology. Three vendors who were capable of supplying the equipment were identified. Of the three, Zenon's Zeeweed membrane system was identified as the most cost-effective.

<u>Analysis</u>: Costs were negotiated and Zenon guaranteed its price of \$2,520,000 up to December 2007. Due to delays in the project development, the guaranteed date was exceeded and a new price negotiated. The negotiated price of \$2,684,000 is guaranteed at the City's request for 180 days and expires August 25, 2008. To avoid further cost increases, it is suggested that Water Utilities enter into the Novation Agreement with the contractor, Zenon Membrane Solutions. This would allow the City to lock in the price with Zenon and transfer the guaranteed price to them after the job is awarded.

<u>Financial Considerations</u>: There is no negative cost impact to the City. The Novation Agreement ensures that the costs do not increase as a result of delays in the project. The only financial commitment the City has is to pay Zenon for the cost incurred, should the project not be completed and the equipment not purchased. The purchase of the equipment will be done through progress payments while the project is being completed. If this agreement is not approved, the price of the equipment will exceed \$3,000,000. Mid-Continent Sewage Treatment Facility, CIP S-546, has adequate funding available for the project.

<u>Goal Area:</u> The Novation Agreement will ensure the maintenance and construction of efficient infrastructure.

Legal Considerations: The Agreement has been reviewed and approved by Law.

Recommendations/Actions: It is recommended that City Council approve the Agreement and authorize the necessary signatures.

Attachment: Agreement with Zenon Membrane Solutions

PRE-PURCHASE AGREEMENT

PREPURCHASE AGREEMENT (TO BE IN EFFECT UNTIL THE GENERAL CONTRACTOR ENTERS INTO A PURCHASE AGREEMENT WITH SUPPLIER)

BETWEEN: The City of Wichita, Kansas

AND: GE Water & Process Technologies

WHEREAS:

- A. Owner entered into agreement per the RFP, contract documents (plans & specification) and Appendix A with Supplier dated December 15, 2006, for the supply of A Membrane Bioreactor System.
- B. This Pre-Purchase Agreement modifies that December 15, 2006 agreement by providing the mechanism for novation of that agreement, which the parties acknowledge as valuable and sufficient consideration for this agreement as it clarifies the working terms of that prior agreement for both parties, and is to be in place until the General Contractor's Purchase Order to the Supplier is executed.

NOW THEREFORE in consideration of the premises and the mutual agreements hereinafter contained, the parties agree as follows:

- The General Construction Contract will require the General Contractor to accept assignment of the Membrane Bioreactor Purchase Agreement from the Owner on a fully identical basis without modification and without imposing any new or additional terms and conditions upon the Supplier without the Supplier's prior written consent, where such consent may be withheld in the unconditional discretion of the Supplier.
- 2. The General Construction Contract will require the General Contractor and Supplier to be bound by the terms of the Membrane Bioreactor Purchase Agreement, with the Contractor assuming all the rights and obligations of the Owner as set out therein.
- Supplier retains all the rights and obligations set out in the Membrane Bioreactor Purchase Agreement and after the General Construction Contract is executed accepts the Contractor in place of the Owner.
- 4. After the Supplier's Purchase Order from the General Contractor is executed the Supplier hereby releases the Owner from all of the Owner's obligations under the Membrane Bioreactor Purchase Agreement and from all claims of every nature whatsoever arising therefrom, excepting only those claims notified to the Owner in writing, and acknowledges that after the Purchase Order from the General Contractor is executed it will henceforth look only to the General Contractor for the discharge of the Owner's obligations and that only the General Contractor may exercise the rights of the Owner thereunder. Any such noticed claims against the Owner will not exceed actual costs incurred by Supplier to date for engineering expenses and manufacturing of contracted products and shall arise only from any non-payment by owner, if any be due, as that is the only performance to be due from the Owner at the time of the novation.
- 5. The General Construction Contract will require The Contractor to provide the Supplier with a copy of the Contractor's Labor and Material Payment Bond to the Owner.
- 6. The Owner and Supplier agree that the Membrane Bioreactor Purchase Agreement between them will be terminated once it is transferred to the General Contractor once The General Construction Contract is executed.
- 7. It is agreed that the Contract Value of the Membrane Bioreactor Purchase Agreement as of the date hereof is \$2,684,000 exclusive of all local and federal sales and use taxes.

- 8. The General Construction Contract will state that the Contractor shall not assign all or any portion of this Membrane Bioreactor Purchase Agreement without the prior written consent of the Supplier.
- 9. The parties executing this Pre-Purchase Agreement certify that they have the authority to bind their respective organizations.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals the day of, 2008.
The City of Wichita, Kansas
Carl Brewer, Mayor
GE Water & Process Technologies
Lawrence Novachis Vice President - Municipal, North America

APPENDIX A



345 Riverview, Suite 520 Wichita, KS 67203 Phone: 316-660-6700 Fax: 316-264-3025

February 26, 2008

Mr. Lawrence Novachis Zenon Membrane Solutions 3239 Dundas Street West Oakville, Ontario L6M 4B2 Canada

Subject:

Mid-Continent WQRF Final Pricing

Dear Mr. Novachis:

Thank you for taking the time to meet with the City to discuss this important project. Pursuant to your discussions and the letter to Mr. David Warren dated February 14, 2008 the City has agreed to the following:

- An increase in the original system cost of \$2,520,000 to \$2,684,000 for the equipment and services outlined in the Zenon Proposal dated September 22, 2006 and subsequently modified through the Zenon design submittal packages..
- This price will be honored by Zenon for a period of 180 days from February 25, 2008.
- An addenda item will be published clarifying that the selected General Contractor for the Mid-Continent WQRF will deliver a contract to Zenon within 30 days of receiving the notice to proceed for this project.

We would appreciate written acknowledgement and acceptance of the terms outlined in this letter within 3 business days. Please call me at 316-660-6700 if you should have any questions.

Adam Bootsch D.F. Adam Bogusch, P.E.

Project Manager

Camp Dresser & McKee Inc.

CC

David Warren, Director WWU Jade Dundas, Superintendent WWU

consulting - engineering - construction - operationsP:2395 - Wichita\46935 - Mid-Continent STP\4.0 Communications\4.7 Vendor Communications\22enon Price Acceptance Letter_v2.doc



December 18, 2006

Camp Dresser & McKee Inc.

345 Riverview, Suite 520 Wichita, Kansas 67203

Attention:

Adam Bogusch, P.E.

Project Manager

Dear Sir:



Part of GE's Water & Process Technologies Business

ZENON Membrane Solutions 3239 Dundas Street West Oakville, Ontario L6M 4B2 Canada

T +1 905 465 3030 F +1 905 465 3050 www.zenon.com

VIA FAX: 316-264-3025 (2 Pages)

RE: Mid Continent Sewage Treatment Plant Membrane Bioreactor Proposal

The following is in reply to your letter dated December 15th, 2006 submitted to Mr. Mike Rudy of Environmental Process Equipment Company.

This letter is to provide written acknowledgement and acceptance of the terms outlined in the letter referenced above.

Thanking you in advance.

Yours truly,

David Bingham

Cc: Dan Higgins - Zenon

Zenon Membrane Solutions

Applications Engineering Manager

Larry Novachis – Zenon

Mike Rudy – Environmental Process Equip. Co.



345 Riverview, Suite 520 Wichita, KS 67203 Phone: 316-660-6700 Fax: 316-264-3025

December 15, 2006

Mr. Mike Rudy Environmental Process Equipment Company 2250 N. Rock Road; Suite 118-253 Wichita, Kansas 67226

Subject: Mid-Continent Sewage Treatment Plant Membrane Bioreactor Proposal

Dear Mr. Rudy:

Pursuant to our initial discussions in our meeting on October 12th, as well as ongoing negotiations to-date, this letter outlines the final understanding of the Proposal issued on September 22nd and conditionally accepted on October 9th, 2006. Specific responses to "Exceptions to the RFP" in Section 4 of the September 22nd Proposal are summarized below:

- Item 1 This clarification is accepted.
- Item 2 This change will be made to SC-5.09A.
- Item 3 This change will not be made to SC-5.09C.
- Item 4 This change will be made with the additional sentence "Such consent shall not be unreasonably withheld." added as SC-12.04B.
- Item 5 This change will be made as new SC-12.04C.
- Technical Item 1 This change will be made to first sentence of 1.03-F.2.f.1 of Section 11310.

A draft letter was sent to Zenon and EPC on October 16th, 2006, listing the responses above and rejecting the modifications listed under Item 3. Zenon later responded in an email dated October 30th, 2006, with revised language and two additional modifications. Additional negotiations have resulted in the following changes to the contract.

Modify Article 7.5 of Section 00500 as follows: "The liquidated damages set forth in Article 7 shall constitute the OWNER'S remedy for delay by MFEM in achieving completion of the Work within the time specified in the Proposal. MFEM's obligation to pay liquidated damages pursuant to this agreement Article & shall be limited to an



Mr. Mike Rudy December 15, 2006 Page 2

amount equal to no greater than ten percent (10%) of the price for the Work as set forth in the Proposal."

- Modify Article 11.5 of Section 00500 as follows: "Notwithstanding any other provisions of the Contract Documents, the Seller's total liability arising at any time under any of the Contract Documents or otherwise in connection with completing the Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law) shall not exceed twice the amount of the *price for the work Contract Price*."
- Add new Article SC-5.09.C to Section 00800: "The MFEM shall be liable for direct damages associated with any deficiencies of the membrane system as outlined in the RFP. Direct damages shall include all costs to ensure membrane performance including but not limited to engineering fee's, construction cost (labor & materials), ancillary construction costs such as electrical and instrumentation modifications, and any equipment modification/replacement required. The sellers total liability shall not exceed twice the amount of the price for the work. Seller shall not be liable for any incidental, consequential, special, punitive or indirect damages."

It should be restated here that the language governing the contract between Zenon and the General Contract will be as provided in the RFP and modified as noted above. Other conditions included in the Proposal by Zenon, including the Terms and Conditions of Section 3a of the Proposal, are superseded by the RFP Agreement and other documents if a conflict occurs. Consistent with this position provisions including, but not limited to, the Payment Terms of Section 3a.6 are not accepted as part of the Agreement. Additionally, any deviation to the requirements in the Proposal, technical or otherwise, may result in a reduction of the Proposal pricing.

It should be noted that the vast majority of the Proposal appears to outline features and provisions that do not conflict with the RFP. The Proposal will be part of the total package provided to the Contractor as part of the overall project award/bid process and will be used to define and delineate work and responsibilities among the various participants.



Mr. Mike Rudy December 15, 2006 Page 3

Thanks again for taking the time to meet with us regarding this project. We would appreciate written acknowledgement and acceptance of the terms outlined in this letter within 3 business days. Upon written confirmation of acceptance we would like to establish January 2nd as the official date of proposal acceptance, and the start date for Zenon participation in the design process. Please call me at 316-660-6700 if you should have any questions.

Very truly yours,

Adam Bogusch, P.E. Project Manager

Camp Dresser & McKee Inc.

Calan Rugush

cc David Warren, Director WSD Jade Dundas, Superintendent WSD file





4 Exceptions to Request For Proposal

Please note the following exceptions and clarifications to the RFP:

ITEM	SECTION	PAGE NO.	PARAGRAP□	WORDING IN DUESTION	SUGGESTED WORDING REPLACEMENTICOMMENTS
COMME	RCIAL				
1	00800	4	SC-4.0.3.7	Entire article	GE agrees to extend its existing general liability insurance coverage to Customer, but only in respect of work performed by or on behalf of the named insured, GE, and only to the extent that the additional insured is held liable for the negligence or other culpability of GE. Coverage under GE's policy does not extend to liability arising out of the additional insured's own negligence.
2	00700	11	SC-5.09A		Replace the entire article with the following: A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Owner, Contractor, Engineer, and their officers, directors, shareholders, partners, and employees, and Engineer's subconsultants from all claims for direct damages arising out of or relating to a negligent act or omission under this Contract by Seller, or its officers, directors, shareholders, partners, employees, agents, consultants, contractors or subcontractors, or anyone for whom Seller is responsible, provided that any such claim or damage: 1. Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods or Special Services themselves); and 2. Shall be subject to indemnification hereunder only to the extent caused by any negligent act or omission of Seller or any individual or entity directly or indirectly employed to furnish any of the Goods or Special Services or anyone for whose acts Seller may be liable.





3			SC-5.09C	New article	Add a new article as follows: Notwithstanding anything to the contrary in the Contract Documents or
					otherwise, under no circumstances shall Seller's total liability arising at any time under any of the contract documents or otherwise in connection with furnishing goods and special services exceed Seller's Contract Price, nor shall Seller be liable for any incidental, consequential, special, punitive or other indirect damages, other than liquidated damages expressly provided for in the contract documents, in each case regardless of whether such damages or liabilities arise or are alleged to arise under breach of contract, tort, strict liability, or any other theory.
4			SC12.04.B		Add a new article that reads as follows: Buyer shall not reuse any Drawings, Specifications, other documents, or copies thereof produced by Seller for this project on any other project without written consent of Seller.
5			SC12.04.C		Add a new article that reads as follows: The prohibition in 12.04.A and 12.04.B will survive termination or completion of the Contract. Nothing herein shall preclude Buyer or Seller from retaining copies of the Contract Documents for record purposes.
TECON	ICAL				
1	11310	16	2f. 1)	First Sentence	We kindly suggest that this paragraph is modified with the following:
					"If for a single hollow fiber membrane module, more than 10 fibers require repair (i.e. by pinning or gluing) in any 12 consecutive months, or if more than 50 fibers have required repair over the life of the membrane module, the membrane shall be considered defective"



DEPARTMENT OF LAW INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for July, 2008

DATE: August 1, 2008

The following claims were approved by the Law Department during the month of July, 2008:

Larry Ohl	\$ 169.59
Jo Taylor-Ramey	\$1,815.00
Terry Blum	\$1,238.95
Love Box Co.	\$4,223.70
Kanya Sourisane	\$ 722.18
Farmers Insurance/Lori Stewart	\$8,605.60
Rex Carmichael	\$1,056.00**
Milton Crawford	\$ 126.50
Larry McDaniel-Sheets	\$2,344.00**

^{**}Settled for lesser amount than claimed

cc: Scott Moore, Interim City Manager Kelly Carpenter, Director of Finance

City of Wichita City Council Meeting

August 19, 2008

TO: Mayor and City Council Members

SUBJECT: Van Lease with Breakthrough Club

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendations: Approve the van lease renewal with Breakthrough Club.

Background: Using 50% FTA funds and 50% non-profit agencies' funds, Wichita Transit purchased a passenger van for the Access to Jobs Program in 2005. This van has been leased for three years by the non-profit agency which paid for half of the purchase price of the van.

<u>Analysis</u>: The van will be leased by Breakthrough Club. It will be used by the agency to provide rides to and from work for low-income individuals.

<u>Financial Considerations:</u> The Access to Jobs van lease program does not cost the City any funding. In case the non-profit cancels their lease, the van is already paid for and the van will return to the city. All operating cost incurred by the agency will be paid by the agency.

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

<u>Legal Consideration:</u> The Law Department has reviewed and approved the van lease as to form.

Recommendations/Actions: It is recommended that the City Council approve the van lease and authorize the necessary signatures.

Attachment: Van Lease

LEASE AGREEMENT FOR WICHITA TRANSIT ACCESS TO JOBS VEHICLE (S)

This lease is made and entered into this 19th day of August 2008, between the City of Wichita, Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and the Breakthrough Club with offices at 1010 N. Main, Wichita, Kansas hereinafter referred to as LESSEE.

Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No. KS-90-X061 and the Kansas Department of Transportation (KDOT) capital grant project No. PT-0779-95, the following described vehicle (s):

YEAR	MAKE	VEHICLE ID
2005	Chevrolet	1GNDV03L05D278736

The term of this lease shall be a period of one (1) year, commencing September 1, 2008 and ending August 31, 2009, with the option to renew for up to two additional, successive one (1) year terms. At the end of such term or renewals, or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle (s) to the Lessor in the condition in which it (they) was (were) received, ordinary wear and tear excepted.

As part consideration for the lease of the above described vehicle (s), the Lessee agrees to pay the Lessor 1) a non-refundable front end payment equal to one half of the Lessor's total cost for the vehicle, including purchase price, taxes, delivery, dealer preparation frees, and all other costs incurred for acquisition 2) a rental fee of \$250.00 per year per vehicle, payable herewith and on each anniversary of the commencement date hereof.

Lessee shall use the vehicle (s) to meet the need in its service area for specialized transportation of individuals who have incomes of no more than 150% above poverty level who are going to work or back home from work.

Lessee shall not utilize the vehicle (s) for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle (s) so that they do not compete with public or private transit carriers.

Lessee may utilize the use the vehicle(s) to serve other transit related needs so long as the usage is strictly incidental to, and does not interfere with, the intended transit service for low-income clients to and from work and the incidental use is consistent with the statutory and administrative requirements of the Federal Transit Administration.

At the termination of the term of this lease, the Lessee may, within thirty (30) days thereof, purchase any or all of the vehicles leased hereunder. The purchase price shall be the fair market value of said vehicles. Payment of the purchase price, less full credit for the front end payment made at lease commencement, shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.

This Lease shall not be assignable, nor may the vehicle (s) described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-90-X061incorporated by reference. The General Provisions require that the Lessee must comply with all rules and regulations applicable to the Lessee and the intended use of said vehicle (s), as listed in Volume 62, Page 53512 and following of the Federal Register entitled "FY 1998 Annual List of Certifications and Assurances" dated October 14, 1997 and as amended annually including complying with FTA's Final Rule 49 CFR Parts 29, 40, 653 and 654 establishing drug free workplace policies, drug and alcohol testing and anti-drug programs.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

ATTEST:	CITY COUNCIL WICHITA, KS		
Karen Sublett – City Clerk	Carl Brewer, Mayor		
APPROVED AS TO FORM:	Breakthrough Club 1010 N. Main Wichita, Kansas 67203		
Gary Rebenstorf			
City of Wichita – Dept.of Law	Barb Andres Executive Director		

APPENDIX A GENERAL PROVISIONS

- 1. Lessee agrees to comply with any requirements set forth by the Kansas Department of Transportation (KDOT) which govern the use of state funded capital rolling stock and equipment to support transportation services for low-income clients.
- 2. Lessee further agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in FTA Access to Jobs grant project No. KS-90-X061, which are incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle (s) and equipment.
 - Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY1998 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.
- 3. Lessee hereby assumes and shall bear risk of loss and damage to the vehicles (s) from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle (s), or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:
 - A. Place the same in good repair, condition and working order; or
 - B. Replace the same with vehicle(s) in good repair, condition, and working order, which vehicle (s) shall thereupon become subject to this Lease; or
 - C. Pay Lessor in cash the Straight Line Per Annum depreciated value of said vehicle (s) prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle (s) and Lessee thereupon shall become owner thereof.
- 4. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the lessee in its use, maintenance and operation of each vehicle leased hereunder.
- 5. Lessee shall:
 - A. At its own expense, maintain and provide liability, collision and comprehensive insurance coverage with the following limits, or with higher limits if required by state law during the term of this agreement:

i. Liability:

Bodily Injury: \$500,000 Each Accident Property Damage: \$500,000 Each Accident

OR

Bodily Injury & Property

Damage Liability

(Combined Single Limit) \$500,000 Each Accident

ii. Collision:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

iii. Comprehensive:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

B. The loss payable endorsement shall provide that all amounts payable by reason of loss for damage to the vehicle (s) and equipment shall be payable to the Lessor only. The Lessor agrees to apply all insurance proceeds to the repair of the vehicle. In the event that the vehicle is not repairable, this Lease will be terminated with respect to the vehicle and the Lessor shall retain the insurance proceeds.

The certificate of insurance shall state that the City of Wichita, Kansas-Wichita Transit shall be an additional insured under the policy of insurance and will be given a 30 –day notice prior to any material change or cancellation of any policy covered by the certificate of insurance. Such policy or certificate thereof, shall be delivered to the Lessor prior to the delivery of the vehicle (s) to the Lessee. Copies of all renewal policies and certificates shall be sent to the Lessor.

- 6. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle (s) and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain maintenance records on each vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA or KDOT shall also have the right to inspect the vehicle (s) from time-to-time during the term hereof to confirm that the vehicle (s) is (are) being properly maintained.
- 7. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle (s) by the Lessee.

- 8. No alterations, additions or improvements shall be made to the vehicle (s) without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle (s), shall immediately become the property of the Lessor and subject to the terms of this Lease.
- 9. Lessee shall inspect the vehicle (s) within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle (s), the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle (s) is (are) in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle(s) in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle(s) leased, and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle (s) leased.
- 10. Lessee will not permit any person to operate the vehicle (s) unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle (s) described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle (s) and must be submitted to the Lessor within 30 days after completion.
- 11. Lessee shall mark said vehicle (s) with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle (s) as being owned by the City of Wichita, Kansas Wichita Transit. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle (s) for the purpose of identifying the lessee sponsored operation of said vehicle(s). Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle (s).
- 12. Lessee shall keep satisfactory records with regard to the use of the vehicle (s) to assure compliance with FTA and KDOT regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 6 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the city of Wichita Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.
- 13. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:
 - A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle (s).
 - B. Lessee shall be obligated to immediately return the vehicle (s) to the Lessor without notice, should the Lessee fail to provide transportation in compliance with

- FTA or KDOT regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
- C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.
- 14. This Lease is, and is intended, to lease said vehicle (s) and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle (s) or equipment except as provided in this agreement. Lessor shall not be deemed a joint venture with the Lessee in the operation of said vehicle (s), and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle (s) leased except as set out herein.
- 15. This Lease shall be governed by and construed under the laws of the State of Kansas.
- 16. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.
- 17. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.
- 18. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.

City of Wichita City Council Meeting August 19, 2008

TO: Mayor and City Council

SUBJECT: 2009 Victims of Crime Act (VOCA) Grant (All Districts)

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the grant application.

<u>Background:</u> The Federal Victims of Crime Act (VOCA) Crime Victim Assistance grant program is administered by the Kansas Governor's Federal Grants Program. In 2001, the City Council approved the initial grant application for VOCA funding, which established a Victim Assistance Unit (VAU) in the Police Department, staffed by two civilian employees. These employees are responsible for providing direct victim assistance and coordination with established community resources. The Police Department's VAU staff work closely with several victim services agencies, including the Wichita Area Sexual Assault Center, YWCA Women's Crisis Shelter, Catholic Charities, U.S. Attorney's Victim Assistance Office, District Attorney's Victim/Witness staff, and Assistant District Attorneys.

<u>Analysis:</u> The VAU is responsible for facilitating a coordinated response to the needs of crime victims, developing and implementing training programs (internally and externally), and administering a contingency fund to meet the emergency needs of crime victims. Victim assistance is focused on the primary and secondary victims of violent crime, including death cases and elderly burglary victims. The VAU has been instrumental in working with the Wichita Police Department's violent crimes and burglary sections to assist victims with restoring stability to their lives, and aiding in the reduction of secondary victimization.

Financial Considerations: The grant application seeks funding for the continuation of the Victim Assistance Unit for federal FY 2009, beginning October 1, 2008 through September 30, 2009. The total budget request is not to exceed \$160,000; 80% (\$128,000) provided by VOCA funding and a 20% (\$32,000) local match requirement, which can be funded from anticipated under expenditures in the Police Department budget or General Fund reserves.

<u>Goal Impact:</u> Provide a safe and secure community by providing assistance to victims of Violent Crimes not provided through other agencies.

<u>Legal Considerations:</u> The City Council has the authority to submit and receive the grant.

Recommendations/Actions: It is recommended that the City Council authorize the necessary signatures.

Attachments: Grant application

BUDGET NARRATIVE

Name/Position or Item with Description	Purpose	Location, if applicable	Computation	Request
PERSONNEL:				
Program Coordinator/ Victim Assistant (COLA and merit increases due annually in December and January, respectively)	Salary to oversee program and provide victim assistance		\$51,337 \$12,552 (\$50,207 x 25%-Oct-Dec 08) \$38,785 (\$51,713 x 75%-Jan-Sep 09)	
Victim Assistant (COLA and merit increases due	Salary to provide victim assistance	N/A	\$39,144 \$ 9,441 (\$18.1548/hr x 2080 hrs x 25%-Oct-Dec 08) \$6,580 (\$18.6087/hr x 2080 hrs x 17%-Jan-Feb 09) \$23,123 (\$19.1670/hr x 2080 hrs x 58%-Mar-Sep 09)	\$ 93,869
annually in December and February, respectively)	Overtime to provide victim assistance 24 hours/day, 7 days/week		\$3,388 \$ 817 (\$18.1548/hr x 15 hrs/mo x 3 mosOct-Dec 08) \$ 558 (\$18.6087/hr x 15 hrs/mo x 2 mosJan-Feb 09) \$ 2,013 (\$19.1670/hr x 15 hrs/mo x 7 mosMar-Sep 09)	

FRINGE BENEFITS:

FICA (7.65) Unemployment (.023) Workers compensation (2.84) Retirement (4.70) Life insurance (0.020) Cell Phone Allowance (\$50/month x 2)	Employer's share	N/A	\$ 6,836 \$ 179 \$ 2,708 \$ 4,468 \$ 179 \$1,200	\$35,170
Health insurance (family)			\$19,600 (\$9,800/yr x 2)	

TRAVEL:

2009 NOVA Conference	Conference registration, transportation, lodging, and meals for travel/ training	TBD	Registration: \$490 (\$245 x 2); Airfare: \$1,450 (\$725 x 2); Hotel: \$1,080 (\$180/d x 6d); Meals: \$480 (\$40/d x 6d x 2)	\$9,667
Victims Right Conference – Topeka	Conference registration, lodging, and meals		Registration: \$200 (\$100 x 2); Hotel: \$234(\$117/d); Meals: \$156 (\$39/d x 2d x 2)	

B.A.S.I.K	Requirement of grant for all new employees Lodging/ meals	Salina	\$729 Hotel \$495 (\$99 x 5); Meals \$234 (\$39 x 6)
Local transportation	Use of personal car, necessary to provide direct services contact and response	N/A	\$4,848 (400 miles/mo x \$055/mile x 12 mos. x 2)

SUPPLIES AND COMMUNICATIONS:

Office Supplies	Supplies for daily work duties		\$1,135 (\$94.59/mo. x 12 mos.)	
Business Cards	Provides victims with a point of contact		\$100 (800 cards/yr - \$25 per 400 cards = \$50 x 2)	
Printing	Photocopying of records, documents and printing of brochure	N/A	\$1,700 (\$141.17/mo x 12 mos.)	\$3,539
Postage	Mailing information to victims and other agencies		\$604 (1,439/letters/yr x .42 ea)	

CONTRACTUAL SERVICES:

Phone instrument			\$540 (\$22.50/mo x 12 mos.) x 2	
Phone line	Communication and		\$228 (\$9.50/mo x 12 mos.) x 2	
Voicemail			\$168 (\$7/mo x 12 mos.) x 2	
Long distance	accessibility (24 hours)	NT/A	\$240 (\$20/mo. x 12 mos.)	
Public safety system account	accessionity (24 hours)	N/A	\$1,128 (\$47/mo x 12 mos.) x 2	\$6,408
PC networked			\$2,376 (\$99/mo x 12 mos.) x 2	
Email account	Communication and		\$768 (\$32/mo. x 12 mos.) x 2	-
Internet account	information		\$960 (\$40/mo x 12 mos.) x 2	

OTHER

<u>Memberships</u>	Provide emergency			
	assistance to victims of	N/A	\$10,000	\$10,000
Victim Resource Fund	crime			

TOTAL GRANT (WITH MATCH): \$158,653

Second Reading Ordinances for August 19, 2008: (First Read August 12, 2008)

<u>Public Hearing on the Establishment of a Redevelopment District, Tax Increment Financing for the Ken Mar Redevelopment Project.</u> (District I)

ORDINANCE NO. 47-954

An Ordinance of the City of Wichita establishing the Ken Mar Redevelopment District.

Natural Gas Franchise Renewals – Kansas Gas Service Company and Black Hills/Kansas Gas Utility Company.

ORDINANCE NO. 47-955

An Ordinance granting to Black Hills/Kansas Gas Utility Company, a Kansas Limited Liability Company, its successors and assigns, a natural gas franchise and the right to construct, operate, maintain, and extend a natural gas plant and distributing system in the City of Wichita, Kansas; prescribing the terms of said grant and relating thereto; and repealing Ordinance 43-971.

ORDINANCE NO. 47-956

An ordinance granting to Kansas Gas Service Company, a division of Oneok, Inc., its successors and assigns, a natural gas franchise and the right to construct, operate, maintain, and extend a natural gas plant and distributing system in the city of Wichita, Kansas; prescribing the terms of said grant and relating thereto; and repealing ordinance 43-970.

ZON2008-00029 – City zone change from SF-5 Single-family Residential ("SF-5") to LI Limited Industrial ("LI"), generally located east of North Hillside, on the south side of East 37th Street North. (District I)

ORDINANCE NO. 47-957

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2008-00030 – City zone change from GC General Commercial ("GC") and B Multi-family Residential ("B") to LI Limited Industrial ("LI") with a Protective Overlay; generally located south and east of the intersection of East Gilbert Street and South St. Francis Avenue (1010 S. St. Francis Ave.) (District I)

ORDINANCE NO. 47-958

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2008-00031 – City zone change from SF-5 Single-family Residential ("SF-5"), MF-18 (Multi-family Residential ("MF-18") and MF-29 Multi-family Residential ("MF-29") to U University ("U"); generally located on the east side of Hiram Avenue (512 and 518 South Hiram Avenue) and west side of Glenn Avenue (519 and 537 South Glenn Avenue.) (District IV)

ORDINANCE NO. 47-959

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2008-00032 – City zone change from SF-5 Single-family Residential ("SF-5") and B Multi-family Residential ("B") to U University ("U"); generally located on the west side of Glenn Avenue, ½ block south of University Avenue (627 and 633 South Glenn Avenue) and the southeast corner of University Avenue and Bonn Street (2033 West University Avenue) (District IV)

ORDINANCE NO. 47-960

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

Release of Unimproved Property, Capps Manufacturing, Inc. (District IV)

ORDINANCE NO. 47-961

An Ordinance of the governing body of the City of Wichita, Kansas approving the execution and delivery of amendment No. 1 to a certain lease and trust indenture entered into by the city in connection with the issuance by the city of its Industrial Revenue Bonds, Series I-A, 2007 and series I-B, 2007 (Capps Manufacturing, Incorporated)